

UNITED STATES VIRGIN ISLANDS
HOUSING FINANCE AUTHORITY
Uniform Relocation Assistance and Optional Relocation
POLICIES AND PROCEDURES

Version 1.0
August 26, 2021

Prepared by:
Virgin Islands Housing Finance Authority



The policies and procedures stated in this manual are current as of August 26, 2021. This Manual represents the current version of the Virgin Islands Housing Finance Authority's (VIHFA) policies which shall provide general guidance for the operation of the Housing Program. All manuals will be reviewed periodically and will be updated. Therefore, you are strongly urged to visit our website <https://cdbgdr.vihfa.gov/> or to ensure that you have the latest version. There may be times, however, when a policy or procedure will change before the manual is revised.

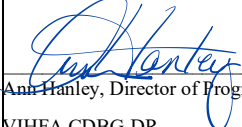
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Table 1: USVI Uniform Relocation Assistance and Optional Relocation Policy and Procedures Version Control

VERSION NUMBER	DATE REVISED	DESCRIPTION
VERSION 1	8/26/2021	Uniform Relocation Assistance and Optional Relocation Policy and Procedures

1 Introduction

The general objective amidst the usage of USVICDBG-DR Programs is to limit the relocation of owners and tenants living in properties helped by Program supported restoration, elevation, or reconstruction projects influenced by Hurricanes Irma and Maria. Uniform Relocation Assistance Policy is to furnish program staff and contractual workers with explicit direction for the usage of the Program exercises consistence with URA and Optional Relocation Policy. Note that this strategy does exclude arrangements for the execution of the Territory's Acquisition or Buyout programs.

USVI CDBG-DR and its Subrecipients are currently undertaking subsidized Housing Recovery Programs that may include temporary or permanent relocation of program candidates and occupants. To accomplish consistence with the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (URA), as amended, to covering every plausible kind of relocation that might be important in achieving USVI CDBG-DR related activities.

The CDBG-DR USVI Housing programs secured under the Optional, Temporary and Permanent Displacement Relocation Policy are:

- Homeowner Reconstruction and Rehabilitation Program
- Rental Rehabilitation and Reconstruction Program

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2 Policies

2.1 Version Policy

Version history is tracked in the table on the title page, with notes regarding version changes reflected in Table 1. The dates of each publication are also tracked in Table 1. The first version of this document is 1.0.

Substantive changes within this document that reflect a policy change will result in the issuance of version 2.0, an increase in the primary version number. Future policy changes will result in additional revisions and the issuance of a new primary version numbers.

Non-substantive changes, such as minor wording and editing, or clarification of existing policy that does not affect the interpretation or applicability of the policy will be included in minor version updates denoted by a sequential number increase behind the primary version number, such as 2.1, 2.2, etc.

2.2 Policy Change Control Board

Policy review and changes for this document is considered through a change control process. When policy clarifications, additions, or deletions are needed to more precisely define the rules by which the Program will operate, Program staff will submit a Policy Change Request Form or a Request for Decision Form for internal review by the Policy Change Control Board (PCCB). Within the PCCB, two members will separately perform a review to verify that all relevant information and any supporting documentation are included in the request. Upon PCCB concurrence by these two members that the request raises a policy issue, rather than a process issue, the Policy Change Request Form or Request for Decision is forwarded to the Policy Change Control Board for consideration. The requests are compiled and brought before the entire PCCB for a final policy change determination.

The PCCB is composed of the Special Council for Disaster Recovery, the Senior Policy Manager, the Senior Housing Program Manager, at least one Subject Matter Expert, and other program staff members representing Program leadership as needed.

The PCCB meets bi-weekly, as needed, to consider all pending requests but may meet as frequently as necessary to consider critical policy decisions. The schedule for PCCB meetings is expected to move to a lower frequency as the Program matures.

3 Definitions and Acronyms

3.1 Definitions

Affordable Rent: For purposes of units subject to an Affordability Period, VIHFA defines affordable rent as rental costs that do not exceed 30% of a renter's income.

Agency (49 CFR 24.2(a)(1)): the Federal Agency, State, State Agency, or person that acquires real property or displaces a person. Also called “displacing agency.”

Alien not lawfully present in the United States. (49 CFR 24.2(a)(2)) and (8 CFR 103.12). The phrase "alien not lawfully present in the United States" means an alien who is not "lawfully present" in the United States as defined in 8 CFR 103.12 and includes:

- An alien present in the United States who has not been admitted or paroled into the United States pursuant to the Immigration and Nationality Act (8 USC 1101 et seq.) and whose stay in the United States has not been authorized by the United States Attorney General; and,
- An alien who is present in the United States after the expiration of the period of stay authorized by the United States Attorney General or who otherwise violates the terms and conditions of admission, parole or authorization to stay in the United States.

Area Median Income (AMI): Calculated annual limits based on HUD-estimated median family income with adjustments based on family size used for demonstrating LMI beneficiaries in the Program. May also be referred to as Area Median Family Income (AMFI) in other program documents.

Assisted Unit: Any unit within the property improved or assisted with CDBG-DR funding.

Beneficiary: The recipient deriving advantage from CDBG-DR funding; households occupying assisted units are benefits.

Builder/Contractor: (Used interchangeably) A person who contracts to construct or repair housing units and/or supervises building operations.

Case Management: Working with individual landlords/tenants to understand the Program's housing solutions, resulting in clear and transparent determination of eligibility and award amounts. Case Managers will work to decrease landlord/tenant's barriers to participate in the Program where possible.

Citizen (49 CFR 24.2(a)(5)). The definition of citizen includes "non-citizen nationals" to avoid excluding persons from certain US possessions (American Samoa, for whose status is US national, rather than US Citizen.

Common Area Under Roof: The total area under the common roof is primarily interior, conditioned spaces, and for single-story homes, equal to the footprint of the house. The term is

also synonymous with the eligible area. In addition, exterior spaces such as detached porches and garages are not considered eligible areas.

Comparable Replacement Dwelling (49 CFR 24.2(a)(6)). The term "comparable replacement dwelling" as defined in the URA regulations includes a special provision for persons receiving government housing assistance before displacement which is relevant to many HUD-funded projects.

Decent, safe, and sanitary dwelling (DS&S) (49 CFR 24.2(a)(8)). A dwelling occupied in connection with a rental assistance program that is subject to HUD Housing Quality Standards (HQS) (24 CFR 982.401), shall be deemed to be in compliance with the URA DS&S standards if it meets the applicable HQS.

Displaced Person (49 CFR 24.2(a)(9)). The URA definition includes both persons displaced, and persons not displaced. HUD program regulations often include additional circumstances in programmatic definitions of a displaced person which must be considered.

Duplication of Payments (49 CFR 24.3). No person shall receive any compensation under the URA, section 104(d) of the Housing and Community Development Act of 1974, as amended, implementing regulations, or the policies in this handbook that have the same purpose and effect as other compensation the person received under Federal, State, or local law. (The Authority need not conduct an exhaustive search for duplicative payments but should take reasonable steps to avoid making a duplicative payment based on its current knowledge.) Care must be exercised with tenants or homeowners who receive HUD housing subsidies to assure that relocation payments do not duplicate assistance already provided under a subsidized housing program.

Family: The term family means all persons living together in the same housing unit, as further defined under 24 CFR 570.3.

Fair Market Rents (FMRs): The US Department of Housing and Urban Development (HUD) annually estimates FMRs for Office of Management and Budget (OMB). They are used to determine payment standard amounts for the Housing Choice Voucher (HCV) Program and the Open Market Rental Program. The rent ceilings are the maximum award amounts of rent a recipient may be charged for units assisted by the Rental Rehabilitation and Reconstruction Program. 42 USC 1437f requires FMRs be posted at least 30 days before they are effective and that they are effective at the start of the federal fiscal year (generally October 1).

Household: A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single family, two or more families living together, or any other group of related or unrelated persons who share living arrangements. For housing activities, the test of meeting the LMI National Objective is based on the LMI of the household.

Housing Choice Voucher (HCV) Program: The federal government's major Program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary

housing in the private market. The Virgin Islands Housing Authority administers the Program in the Territory. Since housing assistance is provided on behalf of the family or individual, participants are free to choose any housing, including single-family homes, townhomes or apartments that meet program requirements and is not limited to units located in subsidized housing projects.

Housing Quality Standards (HQS): The goal of the Program is to provide "decent, safe and sanitary" housing at an affordable cost to low-income families. Housing Choice Voucher (HCV) program regulations at 24 CFR Part 982 set forth basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least annually throughout the term of the assisted tenancy. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants. Current HQS regulations consist of 13 key aspects of housing quality, performance requirements, and acceptability criteria to meet each performance requirement.

HUD Financial Assistance. The term "HUD financial assistance" means a grant, loan, or contribution provided by HUD, including various HUD loan guarantee programs (such as CDBG, Section 108, etc. It does not include any other Federal guarantee or contracts of insurance (such as FHA mortgage insurance), a low-income housing tax credit, any interest reduction payment to a family or individual in connection with the purchase and occupancy of a residence by that family or individual, or down payment assistance under the American Dream Down payment Initiative (ADDI). (HUD discourages the use of interest subsidies as a mechanism to avoid providing relocation assistance to tenants displaced by an assisted homebuyer program.)

Initiation of Negotiations (ION) (49 CFR 24.2(a)(15)). The ION date serves as a milestone in determining a person's eligibility for relocation assistance, including moving costs and a replacement housing payment. The ION date is the trigger for issuance of the Notice of Eligibility for Relocation Assistance or Notice of Non-displacement. After ION, any applicant who seeks to rent in the project must be issued a Move-in Notice before executing a lease, otherwise, the project will incur liability for relocation costs if the applicants are found to be eligible as a displaced person.

Low to Moderate Income (LMI). Activities which benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with 24 CFR Part 5 requirements using procedures as stated in the Technical Guide for Determining Income and Allowances, 3rd Edition (HUD-1780-CPD). The most current income limits, published annually by HUD at <https://www.huduser.gov/portal/datasets/il.html>, shall be used to verify the income eligibility of each household applying for assistance at the time assistance is provided.

Lead Authority (49 CFR 24.2(a)(16)). The term Lead Authority means the Department of Transportation acting through the Federal Highway Administration.

Low Income (49 CFR 402(b)(2)(ii)). The terms "low income" under the URA and "lower income person" or "low- and moderate-income person" or a "low-income person" under HUD programs, all include person(s) having an income equal to or less than the Section 8 Low-income limit

established by HUD. Generally, this means a family or individual whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller or larger families. Income limits applicable to the URA can be found at <https://www.huduser.gov/portal/datasets/il.html> or at www.HUD.gov/relocation. The definition of what constitutes "income" is not the same for the URA and HUD programs and must be determined based on the applicable statutory and/or regulatory requirements.

Mobile Home (49 CFR 24.2(a)(17)). The term mobile home includes manufactured homes and recreational vehicles used as residences.

Mortgage (49 CFR 24.2(a)(18)). Depending on State law, the term "mortgage" also includes a land contract or "contract for deed."

Move-In Notice. A term used by HUD for written notice provided to a person who is interested in moving into a project after the date an application for assistance was submitted (often referred to by relocation agents and DOT as a "subsequent occupant"). If the person is provided with such a Notice before leasing and occupying the property and agrees to occupy the property under the terms of the notice, the person is not eligible for relocation assistance. The notice must contain the following information: That an application for federal assistance for the project has been submitted, the project's possible impact on the person (e.g., the person may be displaced, temporarily relocated or suffer a 1-11 [01/06] 1378 CHG-5 rent increase), and the fact that he or she would not qualify for relocation assistance as a "displaced person" as a result of the project, if he or she chose to occupy the property. See guide form Move-In Notice, Appendix.

Notice of Non-displacement. A HUD term for notice provided to persons who will not be permanently displaced for a HUD-assisted project. Such persons may, however, be required to move to another unit within the project or relocate temporarily while the property is rehabilitated (terms of the move must be reasonable and costs for the move must be covered by the project).

Person (49 CFR 24.2(a)(21)). The term person means any individual, family, partnership, corporation, or association.

Persons Not Displaced (49 CFR 24.2(a)(9)(ii)). The URA regulations define very specific conditions under which a person is not considered a displaced person. In addition, HUD regulations and program policy discuss the situations which often arise in HUD-funded projects.

Project or Program—49 CFR 24.2(a)(22): Any activity or series of activities undertaken by a federal agency or with Federal financial assistance received or anticipated in any phase of an undertaking, in accordance with the Federal funding agency guidelines.

Resident Return Policies, Return Criteria, or Re-occupancy Plan. Individual HUD program regulations or guidance will specify when such a policy is required. Establishing a return policy will enable the Authority to determine how many and which of the current project residents will be either temporarily relocated and/or may be permanently displaced and whether some or all residents will be given priority for return to the project when it is completed (usually an issue where a project is so large in scope that residents may need to vacate for a year or more during rehabilitation or reconstruction).

Not Suitable for Rehabilitation: The VIHFA defines "not suitable for rehabilitation" for the Program as: Structures that are considered "beyond rehabilitation" and do not meet the Program's rehabilitation standards, and/or federal and local code requirements shall be deemed not suitable for rehabilitation, as determined by the Program and consistent with program guidelines.

Open Market: Properties assisted by the Program are listed on the Open Market to the public. Units are made available to low-moderate income families, the elderly, and the disabled. Landlord responsible to ensure units are decent, safe, and sanitary housing as defined in Housing Quality Standards.

Owner of a Dwelling (49 CFR 24.2(a)(20). The term owner of a dwelling means a person who is considered to have met the requirement to own a dwelling if the person purchases or holds any of the following interests in real property:

- Fee title, a life estate, a land contract, a 99-year lease, or a lease including any options for extension with at least 50 years to run from the date of acquisition; or
- An interest in a cooperative housing project which includes the right to occupy a dwelling; or
- A contract to purchase any of the interests or estates described in § 24.2(a)(1)(i) or (ii) of this section; or
- Any other interest, including a partial interest, which in the judgment of the Authority warrants consideration as ownership.

Payment Standard: The Program determines a payment standard that is the amount generally needed to rent a moderately-priced dwelling unit in the local housing market and that is used to calculate the amount of housing assistance a tenant will receive. The tenant must pay 30% of its monthly adjusted gross income for rent and utilities.

Temporary Relocation: The URA applies to permanent displacements and does not cover persons that are temporarily relocated in accordance with HUD regulations. While there are no statutory provisions for "temporary relocation" under the URA (the statute considers all eligible persons "displaced"), it is recognized in the URA regulations that there are some circumstances where a person does not need to be permanently displaced but may need to be moved from a project for a short period of time. The URA regulations require that any residential tenant who has been temporarily relocated for a period beyond one year must be contacted by the Authority and offered permanent relocation assistance. By regulation, HUD imposes additional conditions on temporary relocations. Generally, moving expenses to and from the temporary replacement location must be reimbursed, as must any increased housing costs incurred during the temporary residence; and the rent for the rehabilitated unit may not increase unreasonably after the tenant's return. The Authority must also provide reasonable advance notice of the temporary relocation. If these protections are put in place, HUD considers the displacement to be temporary, and hence not subject to the URA. If any of the protections fail, the exception fails. The displacement is deemed permanent, and the URA applies. The applicable program regulations should be consulted for more specific temporary relocation requirements.

Tenant: A person who has the temporary use and occupancy of real property owned by another.

Uniform Act (URA): The terms "Uniform Act", "Uniform Relocation Act" or "URA" mean the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894; 42 USC 4601 et seq.), and amendments thereto. Applies to all acquisitions of real property or displacements of persons resulting from federal or federally assisted program projects. URA's objective is to provide uniform, fair, and equitable treatment of persons whose real property is acquired or who are displaced in connection with federally funded projects. For the purposes of these guidelines, URA mostly applies to residential displacements in involuntary (49 CFR Subpart B) and acquisition or multifamily damaged/occupied activities that require the relocation of tenants.

Urgent Need. An urgent need that exists because conditions pose serious and immediate threat to the health or welfare of the community; the existing conditions are recent or recently became urgent; and the subrecipient cannot finance the activities on its own because other funding sources are not available. Subrecipients or the Territory must document how each Program and/or activity funded under this category responds to a disaster-related impact. See 24 CFR 570.483(d).

United States Department of Housing and Urban Development (HUD): Established in 1965, as part of the Department of Housing and Urban Development Act, the department was created to develop and execute policies on housing and metropolises.

Unlawful Occupant: A person who occupies without property right, title or payment of rent or a person legally evicted, with no legal rights to occupy a property under State law. An Authority, at its discretion, may consider such person to be in lawful occupancy

Utility Costs: The term utility costs mean expenses for electricity, gas, other heating and cooking fuels, water and sewer.

Utility Facility: The term utility facility means any electric, gas, water, steam power, or materials transmission or distribution system; any transportation system; any communications system, including cable television; and any fixtures, equipment, or other property associated with the operation, maintenance, or repair of any such system. A utility facility may be publicly, privately, or cooperatively owned.

Utility Relocation: The term utility relocation means the adjustment of a utility facility required by the Program or project undertaken by the displacing Authority. It includes removing and reinstalling the facility, including necessary temporary facilities; acquiring necessary right-of-way on a new location; moving, rearranging or changing the type of existing facilities; and taking any necessary safety and protective measures. It shall also mean constructing a replacement facility that has the functional equivalency of the existing facility and is necessary for the continued operation of the utility service, the project economy, or sequence of project construction.

3.2 *Acronyms*

AGI	Adjusted Gross Income
AMFI	Area Median Family Income
AMI	Area Median Income
CDBG-DR	Community Development Block Grant – Disaster Recovery
CFR	Code of Federal Regulations
DR	Disaster Recovery
FMRs	Fair Market Rates
FEMA	Federal Emergency Management Authority
HCDA	Housing and Community Development Act
HCV	Housing Choice Voucher
HCVPPS	Housing Choice Voucher Program Payment Standard
HQS	Housing Quality Standards
HUD	Housing and Urban Development
MHU	Manufactured Housing Unit
NTP	Notice to Proceed
PCCB	Policy Change Control Board
QA/QC	Quality Assurance / Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
TRA	Temporary Relocation Assistance
USC	Unites States Code
URA	Uniform Relocation Act

4 Relocation Overview

As a result of the damages sustained in the 2017 Hurricanes Irma and Maria, the US Virgin Islands received an allocation of Community Development Block Grant Disaster Recovery (CDBG-DR) funds, which will be administered by the Virgin Islands Housing Finance Authority (VIHFA). CDBG-DR and its Sub-recipients are currently undertaking the subsidized Housing Recovery Programs that may include temporary or permanent relocation of program candidates and occupants. There are four available options for relocation. They include Optional Relocation Assistance, Temporary Residential Relocation, Permanent Relocation, and Voluntary Non-Acceptance of Relocation.

Tenants who are required to temporarily relocate while repairs are underway must be permitted to return to their original units or a similar unit on the same property upon completion of the work at rents that are no greater than the rents at their applicable income or exceeding previous rents. Landlords who refuse to allow tenants that were temporarily relocated to return to the property will be considered in violation of their loan agreement and responsible to pay permanent relocation costs on behalf of the displaced tenant.

5 Eligibility Requirements

Tenants occupying a unit that requires rehabilitation or reconstruction may be eligible for relocation assistance under the Uniform Relocation and Acquisition Policies Act of 1970 (URA). The regulations implementing the URA are found at 49 CFR Part 24. As determined by the Program and in compliance with applicable laws and regulations, tenants who must move from their residential rental unit permanently as a direct result of rehabilitation, demolition or reconstruction, or temporarily while repair work is underway, may be eligible for relocation benefits as defined under URA. Once the program funded property is deemed eligible, URA will be offered to tenants for any repairs more than eight (8) hours. Case manager will notify potential relocators, based on scope of work.

The Authority will ensure the suitability as well as the reasonable terms and conditions of the optional, temporary, and permanent location. The Authority is also responsible to verify that the rent is actual and reasonable, and properly documented.

If a residential occupant will be temporarily relocated, the Authority will provide reasonable advance written notice of the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period.

In the case of a person displaced from housing with a project-based or voucher-based subsidy, the suitable unit is another dwelling unit receiving the same or a similar subsidy.

5.1 Voluntary relocation

In the case of a voluntary relocation, while repairs are being completed to the unit, the applicant is given the option to move utilizing the URA and is willing to participate in the program by volunteering to utilize this URA an option. The program assists in this relocation.

5.2 Involuntary relocation

Involuntarily means that the person is required to participate in the repair because the property is subject to assistance by the program. As an example, tenants do not own the property, so they are unable to voluntarily apply to the program. Landlords willingly entering the program are not eligible for involuntary relocation assistance.

For specific eligibility requirements by Program, reference the respective Program's Policy and Procedures.

5.3 Optional Relocation Assistance

Federal funds may be used to provide temporary voluntary relocation assistance payments to persons who voluntarily relocate while their home is under construction or rehabilitation. As funding is limited, tenants residing in units to be repaired by CDBG-DR Housing Programs will be assisted with temporary and permanent relocation costs. Owner-occupants who voluntarily apply for HUD-assisted funding are not subject to assistance pursuant 24 CFR Part 570.606. Owner-occupants may submit an appeal to the Program be assisted with relocation costs if a financial hardship is present. Under the Housing Programs, it has been determined that the following types of projects will require voluntary displacement of owner-occupant households such as:

- Reconstruction of homes
- Abatement of hazardous materials such as lead or asbestos
- Projects that require the interruption of gas, water or electric service
- The detection of hazardous conditions in a home that pose a risk to occupants
- Elevation of a home.

The owner-occupant may be considered for relocation assistance by the Program if the owner-occupant household can demonstrate a hardship and one or more of the following applies:

- the relocation period is greater than 30 days.
- the unit to be assisted is the primary residence; and
- the total monthly housing costs are 30% or more of the household's gross monthly income.
- Vulnerable populations, such as the elderly, persons with disabilities, residents in recovery or with medical conditions, low-income residents who have limited capacity or resources to cope with this disruption to their dwelling unit, will be considered as necessary provisions may be required.

5.3.1 Owner-Occupant Relocation

The URA does not cover owner-occupants who voluntarily participate in the federally funded housing programs. The Authority has broad discretion regarding payments to owners during the period of a temporary relocation, i.e., short-term storage and housing costs. Under special circumstances and owner-occupant who can identify hardships, the Authority may consider providing limited financial assisting to the owner-occupant if the budget allows. Owner-occupants, under hardship, may file an appeal with the Program's Appeal Committee, see your respective Program Policy. The determination of the Appeal Committee is final.

5.3.2 Optional Relocation Assistance Determination

Optional relocation assistance can be made available to eligible owner-occupants for up to 9 months, with no single month of rental support exceeding the fair market rent for households of their size (assuming 1.5 persons/bedroom). Funding may be available for up to three additional months for a total of 12 months, if need is demonstrated and funds are available. The total amount of assistance will be included in the total property award not to exceed the maximum program cap.

Relocation assistance may be provided to applicants that voluntarily relocate from their homes because of the presence of dangerous conditions or to facilitate a construction project. Accordingly, the relocation start date may precede the actual start of construction to ensure that the Program can begin construction when permits are approved, and contractors become available. In certain cases, the relocation end date may extend past the completion of construction to ensure that all work is inspected and approved prior to occupancy. The terms of the Relocation Assistance will be stated within a written and signed agreement prior to the start of construction when possible. The total payment amount will consider any remaining temporary housing benefits the applicant has received previously or any future benefits. Benefits provided may include:

- Reimbursement for expenses incurred to rent replacement housing (apartments, rental homes, hotels and other temporary lodging arrangements). Refunds will NOT include payments for broker's fees, security deposits, and pet fees.
- Reimbursement for basic utility expenses (electricity, hot water, heat, gas) incurred will only be reimbursed if the cost of utilities is included in the cost of the rental. If utility costs are not included in the rental lease, the Program will NOT reimburse applicants for utility costs incurred. Utility costs are subject to the cap on rental expenses, as stated above.

5.4 Temporary Residential Relocation

Temporarily relocated tenants will be reimbursed for their reasonable out-of-pocket expenses related to the temporary move. Temporary relocation will only be used when a tenant is guaranteed a return to a unit from which they moved from or to a similar replacement unit in the project. The Program will plan and implement relocation and mitigate risks and liabilities of the relocation. Reasonable associated costs within URA compliance will be paid for by the Program.

Temporary relocation is required for occupied projects being repair by any HUD-funded program in which the scope of work within a property or residential unit includes the following:

- Requires packing, moving or storing residents' furniture or personal items in order to perform the work.
- Involves the unit kitchen or bathroom where the work prevents the use of these areas for their intended use by the occupant (e.g., replacing the kitchen cabinets and countertops, tub surrounds and plumbing fixtures, flooring, and painting).
- Creates odors, dust, debris, noise, or other hazards that may impact the safety or sanitary conditions of the unit.

Temporary relocation is NOT required for the following types of projects:

- Short term (e.g., an hour or less) temporary switch over to new equipment, if the temperature within the unit can be maintained between 68-72 degrees Fahrenheit.
- Short term (e.g., an hour or less) temporary switch over to new fixtures, receptacles, or equipment, if the electrical service to a unit is not interrupted.
- Ingress and egress can be safely maintained throughout construction.
- Owner-occupant who voluntarily participates in a housing rehab program.

Once the 12-month period of temporary displacement ends the tenant is automatically considered permanently displaced; however, the tenant can be offered to:

- Extend the temporary relocation for an agreed-to period (based on new information about when they can return to the displacement unit),
- Permanently relocate to the unit which has been their temporary unit if it is available to do so, or
- Choose to permanently relocate elsewhere with URA assistance.

5.5 *Permanent Relocation*

5.5.1 *Calculation of permanent Replacement Housing Payments (RHP)*

To qualify for a replacement housing payment, the tenant must rent and occupy a decent, safe, and sanitary dwelling within one year of the date of their claim for assistance with the Program. Permanent relocation is required if the tenant is unable to return to the initial property. Eligible tenants may receive rental assistance for a 42-month period to be computed in the following manner:

The assistance needed for one month is determined by subtracting the "base monthly rent" from the pre-storm dwelling unit from the costs of rent and utilities for the post-relocation dwelling (or comparable replacement home, if that cost is lower). That monthly need, if there is a difference, is multiplied by 42 months to determine the total amount that the tenant will receive by the Program. The replacement housing payment is this amount or \$7,200 whichever is less unless last resort housing is required. It should be noted that it is likely last resort housing may be necessary. All payments above HUD's cap of \$7,200 must be reviewed and approved by USVI CDBG-DR program staff.

6 Acquisition of Properties

The Programs will assist owners and tenants to acquire properties if warranted. Depending on the severity of the property, the Programs may acquire the property voluntarily or involuntarily. Voluntary acquisition will be used when the owners are requesting assistance. As a last resort,

involuntary acquisition is used when affected individuals or communities do not have the right to refuse displacement.

The real property acquisition requirements for Federal and federally assisted programs and projects under the URA. Generally, the URA regulations have different requirements for acquisitions of a voluntary nature and for acquisitions under threat or use of eminent domain (condemnation).

6.1 Voluntary Acquisition

Voluntary acquisitions are transactions without use of eminent domain. A common misconception is that a “willing seller” or “amicable agreement” means a transaction is “voluntary.” This is not necessarily true under the URA and the applicable requirements of 49 CFR 24.101(b)(1)-(5) must be satisfied for a transaction to be considered a “voluntary acquisition” for purposes of the URA.

6.1.1.1 With eminent domain authority:

- No specific site is needed and any of several properties could be acquired for project purposes: and
- The property is not part of an intended, planned, or designated project area where other properties will be acquired within specific time limits; and
- The Authority informs the owner in writing of the property's market value; and
- The Authority also informs the owner in writing that the property will not be acquired, through condemnation, if negotiations do not reach an amicable agreement
- Tenants are displaced, the tenants are provided relocation assistance

6.1.1.2 Without eminent domain authority:

- The Authority notifies the owner in writing of the property's market value; and
- The Authority notifies the owner prior to making an offer, that it will not acquire property if an amicable settlement cannot be reached
- Tenants are displaced, the tenants are provided relocation assistance

6.2 Involuntary Acquisition

The following steps represent the general process in which the Authority will acquire property under eminent domain:

- Notify owner of the Authority's intentions to acquire the property and their protections under the URA
- Appraise the property and invite the owner to accompany the appraiser
- Review the appraisal
- Establish just compensation for the property
- Provide owner with written offer and summary statement for property to be acquired
- Negotiate with owner for the purchase of property
- If negotiations are successful, complete the sale and reimburse property owner for related incidental expenses
- If negotiations are unsuccessful, consider an administrative settlement to complete the sale
- If negotiations are still unsuccessful, the Authority should acquire the property through use of eminent domain

6.3 Just Compensation

Just compensation is derived from the appraisal process. Typically, the approved appraisal's estimate of fair market value is the basis for just compensation offered for the property to be acquired. Just compensation cannot be less than the approved appraisal's estimate of fair market value of the property being acquired.

6.4 Administrative Settlement

When negotiations result in a purchase price exceeding the Authority's estimate of just compensation, it is called an administrative settlement. Administrative settlements are made for administrative reasons that are in the best interest of the public. Authorized Authority officials may approve administrative settlements if they are:

- Reasonable
- Prudent, and
- In the public interest

Authority files should include proper documentation to justify and support the decision for an administrative settlement.

6.5 Down Payment Assistance

The program(s) will provide down payment assistance for eligible individuals. Depending on the amount of rent being paid, the program(s) will aid equal to the amount you would receive if you rented a comparable replacement home (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home). A down payment assistance payment will be paid in a lump sum.

6.6 Voluntary Nonacceptance of Relocation Assistance

In accordance with 49 CFR 24.207(f), the Program(s) never encourages or coerces households to waive their rights or entitlements under Federal regulations. Any waiver of rights is completely at the discretion of the household. A person may choose not to accept some or all payments or services by refusing to file a claim for payment or by executing written documentation that includes a specific description of the specific assistance (services and payments) to which the person would be entitled, including estimated dollar amounts.

6.7 Emergency Relocation

The Program(s) will generally provide advance notice of relocation; however, unforeseen circumstances may require short notice to relocate. Regarding danger, health or safety, the Authority may require immediate vacation of the property at which the tenant will be relocated to a decent, safe and sanitary dwelling. Tenants will be required to pay the actual reasonable out-of-pocket expenses incurred directly associated with the move. The Program(s) will reimburse actual reasonable expenses that follow Program policies. Expenses incurred prior to the relocation notice will not be reimbursed. Notice can be included in the Notice of Non-Displacement (NOND) or issued as a separate notice. Advisory services will be provided in addition to the official Notice which includes:

- Costs which will be reimbursed.

- Address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; and
- Terms and conditions under which the person may lease and occupy a decent, safe and sanitary dwelling in the building/complex upon completion of the project.

7 Program Notifications

To meet HUD Uniform Relocation Act (URA) requirements, program notifications should be made at critical points during the construction and temporary relocation process. Prior to initiating program activities, the URA case manager will provide a General Information Notice (GIN) to inform owners and tenants regarding URA requirements and rights. This notice is of critical importance and will be provided early in the process so that tenants do not become permanently displaced because of rehabilitation/reconstruction, elevation or environmental remediation activities. Proof that the notice was received by the tenant will also be documented in the program(s) database to demonstrate that this information has been provided in a timely manner.

7.1 General Information Notice (GIN)

The GIN is issued as soon as feasible to provide preliminary information on the proposed project. The notice serves to inform tenants of their potential rights and protections. The GIN will be sent when site control is obtained, and the application is reviewed for basic eligibility. Notices will be issued to all occupants within a proposed HUD-assisted project involving acquisition, rehabilitation, or demolition. The GIN must include the following:

- A tenant will not be displaced in connection with the proposed project. The tenant may be required to move temporarily so that the rehabilitation can be completed.
- If the temporary relocation lasts more than one year, the tenant will be offered all permanent displacement assistance as a displaced person under the URA.
- The tenant is advised to NOT MOVE to avoid jeopardizing relocation assistance if they will be relocated.
- The tenant will not be required to move without advance written notice.
- The tenant has the right to appeal the Authority's determination regarding eligibility for assistance.
- GIN is signed by an appropriate official of the displacing Authority.
- The notice must be in plain, understandable language.
- The notice must indicate the name and phone number of a person to be contacted for answers to questions.
- The notice must be personally served or sent by certified or registered first-class mail, return receipt requested.
- The Authority's file must have documentation to demonstrate that the tenant received the notice.
- Along with the GIN, the Authority may provide the temporarily relocated tenant a brochure that describes the relocation program.
- When appropriate, personal contact with the tenants is preferred to establish and maintain a good working relationship.

7.2 Move-In Notice

Move-in Notice is a term used by HUD for written notice provided to a person who is interested in moving into a project after the date an application for federal assistance was submitted. If the

person is provided with a Move-in Notice before leasing and occupying the property and agrees to occupy the property under the terms of the notice, the person is not eligible for relocation assistance. The Authority will assist said tenant with relocation costs if the occupants are found to be eligible as displaced persons.

7.3 Initiation of Negotiations (ION)

The Initiation of negotiations date is required for determining a tenant's eligibility for relocation assistance as a direct result of privately undertaken rehabilitation, demolition, or acquisition of real property. The actual date of the ION will be the date of the execution of the grant or loan agreement between the grantee (Virgin Islands Housing Finance Authority) and the recipient (individual(s) or company owning and controlling the real property). Tenant(s) occupying a property at the time of the ION date are eligible for relocation assistance. Persons who move from the dwelling prior to this date will not generally be eligible for relocation assistance, provided they had first received a timely and accurate General Information Notice (GIN). The Landlord or Program cannot mandate where the residents relocate if the unit is decent, safe, and sanitary and reasonable in cost. The tenant may propose to temporarily relocate with family/friend(s); however, to claim relocation assistance from the Program, the property meet Housing Quality Standards of Decent Safe and Sanitary.

7.4 Notice of Non-displacement (NOND)

The ION date will trigger for issuance of the Notice of Non-displacement if a tenant will be required to move temporarily. A tenant who will not be displaced by the project may choose to leave the project site; however, they are presumed to be ineligible for relocation payments if an accurate and timely Notice of Non-displacement was provided before they chose to move. Tenants that are required to move temporarily will be informed of the following:

- Be issued to all tenants who qualify for and are expected to remain in the completed project or have otherwise been deemed ineligible for relocation assistance (e.g., aliens not lawfully in the US).
- Be issued at the ION.
- Recommend the tenant NOT MOVE.
- State that the occupants will be reimbursed for all reasonable out-of-pocket expenses.
- State that the residential tenant will have a decent, safe, and sanitary unit either in their current building or in an alternate location.
- Explain the reasonable terms and conditions under which the person may continue to lease and/or occupy the property upon completion of the project.
- State the tenant's right to appeal Authority's determination regarding eligibility for assistance.
- Documented issuance of the NOND will allow Authority to support that they did not displace the tenant who might otherwise qualify as displaced.

If a tenant will be temporarily relocated, the Authority will provide advance written, generally, 30 days prior to the move out date to include an approximate duration of the temporary relocation (not to exceed 1 year). Depending on the circumstances and severity in which relocation is required, longer or shorter periods of notice may be given to the tenant.

7.5 Notice of Relocation Eligibility (NOE)

This notice is to inform the tenant(s) that they may be displaced because of the proposed project. This notice also serves to inform the tenant(s) of their potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

Must issue promptly at ION

- Describe –Available relocation assistance
- Estimated amount/ type of assistance
- Procedures for obtaining assistance
- Who to contact to get assistance/ ask questions
- Must be specific to individual household
- Rights to assistance
- In certain circumstances, displaced households may require a reasonable accommodation to fully benefit from temporary or permanent relocation activities undertaken in conjunction with USVI CDBG-DR Subrecipient Programs. Applicants who require a reasonable accommodation should contact the Respective Program Senior Manager.
- All forms, written materials and verbal messages used to communicate with displaced households will be made available in the household's primary language should the household indicate that they have a Limited English Proficiency (LEP).

7.6 Comparable Replacement Dwellings

In the case of a comparable replacement dwelling, assistance will be provided.

A comparable replacement dwelling must be decent, safe, sanitary. A comparable replacement home must be functionally equivalent to the present unit. It is comparable in size and nature to the location to be repaired by the Program. All displaced persons shall be equally provided information, counseling, referrals, and relocation services. In addition, no person shall be displaced or discriminated against because of age, race, color, religion, sex, handicap, familial status, or national origin.

The Program will use the "Selection of Most Comparable Replacement Dwelling" and "Housing Quality Standards" form, see Appendix, to acquire information to assist the tenant in securing a comparable unit. The unit to be selected must be:

- Decent, safe, and sanitary.
- Functionally equivalent to present dwelling
- Currently available, Affordable, and Reasonably accessible
- Not subject to unreasonable adverse environmental conditions.

7.7 Replacement Housing of Last Resort

When an adequate supply of comparable housing is not expected to be available, the Authority will consider housing of last resort actions. Use of the last resort housing provision is required where an owner- occupant or tenant cannot otherwise be appropriately housed within the monetary limits. This is a common situation in high-cost housing areas or with very low-income tenants who

do not live in subsidized housing at the time of displacement. The Authority shall review and adjust on a case-by-case basis unless an exception to case-by-case analysis is justified for an entire project.

The appropriate consideration will be given to:

- The availability of comparable replacement housing in the Program or project area;
- The resources available to provide comparable replacement housing; and
- The individual circumstances of the displaced person; or
- By a determination that:
 - There is little, if any, comparable replacement housing available to displaced persons within an entire program or project area; and, therefore, last resort housing assistance is necessary for the area as a whole;
 - A program or project cannot be advanced to completion in a timely manner without last resort housing assistance; and
 - The method selected for providing last resort housing assistance is cost effective, considering all elements, which contribute to total program or project costs.
- The methods of providing replacement housing of last resort include, but are not limited to:
 - A replacement housing payment more than the statutory limit for assistance payments. A replacement housing payment under this section may be provided in installments or in a lump sum at the Authority's discretion.
 - Rehabilitation of and/or additions to an existing replacement dwelling.
 - The construction of a new replacement dwelling.
 - The provision of a direct loan, which requires regular amortization of deferred repayment. The loan may be unsecured or secured by the real property. The loan may bear interest or be interest-free.
 - The relocation and, if necessary, rehabilitation of a dwelling.
 - The purchase of land and/or a replacement dwelling by the Authority and subsequent sale or lease to, or exchange with a displaced person.
 - The removal of barriers for persons with disabilities.

Under special circumstances, the consideration of replacement housing based on space and physical characteristics may differ from those in the displacement dwelling, including upgraded, but smaller replacement housing that is DSS and adequate to accommodate individuals or families displaced from marginal or substandard housing may occur. The Program or project will not require a displaced household to move into a dwelling that is not functionally equivalent.

The Authority shall aid under this subpart to a displaced person who is not eligible to receive a replacement housing payment because of failure to meet the length of occupancy requirement when comparable replacement rental housing is not available at rental rates within the displaced person's financial means. Such assistance shall cover a period of 42 months.

8 Relocation Assistance

8.1 Advisory Services

The Programs' Advisory Services are provided to all eligible households to ensure that the Authority determines the needs of displaced persons, explains available relocation assistance and the right to appeal if they are not satisfied with Authority decisions (See Appeals Complaints and Grievances). The Authority or its proxy may provide the service depending on the Program. Programs vary, more detail can be provided in the designated Program Policies and Procedures. Specific advisory services include such measures, facilities, and services as may be necessary and appropriate. Advisory services include, but not limited to:

- Communication including an explanation of relocation requirements (meetings, notices, schedules.)
- Personal Interviews to objectively assess residents' specific needs (unit size, location, accessibility, pets, etc.)
- Referrals to community organizations or other sources of assistance (e.g., social services, housing counseling, etc.)
- Temporary unit move-in and move-out HQS Inspections to ensure decent, safe, and sanitary housing.
- Relocation Plan schedule and budget to accommodate the occupants and the project needs to include security and safety measures (from theft or injury - from construction or intruders.)
- Claims and reimbursement policies and procedures that are timely and fair.
- The Appeal process is explained; assistance with filing claims and appeals may be provided.

8.2 Landlord Responsibility

The Landlord is responsible for ensuring that the Move-In Notice is provided to all tenants moving into applicable units. Failure to do so may result in URA obligations for the Landlord, which will not be reimbursable with CDBG-DR funds. URA is not available to property owners unless they are LMI, and their units are being assisted through the Program. Pursuant to Public Law 105-117, undocumented persons that are not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. A government issued identification may be used to qualify. The Program will determine if notifications, as part of URA compliance, must be sent to existing tenants in applicable and non-applicable occupied units that are not part of the Program, and/or to tenants at the time of the storm. Should such notifications be required, Program will obtain the names and current addresses from the Landlord and will send the notifications. If a landlord has sent required notifications, the Program will obtain evidence of delivery to the tenants. After applying to the Program, the Landlord shall not rent any units identified on the application as vacant until a Certificate of Occupancy has been issued, and the Program has verified the income of potential tenants. Once this is complete, the Program will notify the Landlord that their unit can be occupied by the tenant they have identified.

8.2.1 Failure to Comply

Failure to comply may also result in the property not being eligible for repair(s) or cost expended or the repair(s) may be recaptured. The Landlord may be required to reimburse the Program for

any temporary or permanent relocation expenses associated with any displaced tenants as the Territory reserves the right to exercise all remedies as allowed in the recorded documents within the Program policies. The costs may include but not limited to the tenants' increased housing costs, moving expenses, and necessary out-of-pocket expenses. The Program will determine whether the relocation assistance or other costs comply with program requirements.

8.3 Moving Assistance - General Guidance

The Authority will be responsible for determining that the personal property to be moved and the moving costs are reasonable and necessary. The Authority may develop a schedule of moving estimates by unit size based on estimates from local movers to enable it to determine the reasonableness of moving costs. The Fixed Residential Moving Cost Schedule, in accordance with 49 CFR 24.302, will be used when possible; however, if additional costs are accrued and properly documented, it will be adjusted.

The payments listed in the table below apply on a state-by state basis. Two exceptions and limitations apply to all States and Territories. Payment is limited to \$100.00 if either of the following conditions apply:

- (a) A person has minimal possessions and occupies a dormitory style room, or
- (b) A person's residential move is performed by an Authority at no cost to the person .

The provisions of the notice are effective August 24, 2015, or on such earlier date as an Authority elects to begin operating under this schedule. See Appendix

8.4 Down payment Assistance

Displaced persons may elect to purchase a home. In such instances and when the purchase occurs within 12 months of the permanent relocation date, the Program provides down payment assistance equal to the maximum amount of rental assistance due to the displaced person, assuming selection of the Program's most comparable replacement dwelling. (i.e., 42 times the amount obtained by subtracting the "base monthly rent" for your present home from the monthly rent and estimated average monthly utility costs for a comparable replacement home).

The full payment must be applied to the purchase price of the replacement dwelling and related incidental expenses. Therefore, the Program prefers to issue such payments in conjunction with the displaced person closing on the purchase of the replacement dwelling. Where such coordination is not feasible, the Program ensures payment will reimburse the displaced person for out-of-pocket costs incurred prior to or at the time of closing

8.5 Claiming Expenses

Temporary relocation, involuntary displacement, and permanent displacement afford the residential or business occupant specific rights in terms of relocation assistance. These include:

- Relocation advisory services necessary to minimize hardships
- Payment for actual and reasonable moving and related expenses
- Transportation of displaced persons and personal property
- Packing/unpacking and storage of personal property

- Disconnecting/dismantling, removing, reinstalling/reassembling appliances and other personal property
- Utility hookups (including cable and telephone)
- Insurance for replacement value of property
- Credit checks
- Other moving expenses deemed reasonable by the Authority

8.6 *Eligible Expenses*

Relocation payments include reimbursement for all reasonable and necessary out-of-pocket expenses related to the move to and from the temporary replacement location. There is no ceiling limit on the reimbursable costs for all reasonable and necessary out-of-pocket expenses.

Expenses include, but are not limited to:

- Moving necessary personal belongings including pets
- Storage
- Packing and unpacking
- Increased rent at a temporary location
- Disconnection and reconnection of necessary utilities, i.e., water, sewer, gas, and electricity
- Cost of meals when temporary lodgings do not include kitchen facilities, and cost to move personal property when necessary.

8.7 *Ineligible Expenses*

The Authority will work with the household to avoid the occurring ineligible expenses; however, through advisory services, the programs will inform that there are circumstances where a household's expenses may be ineligible.

Ineligible expenses include, but are not limited to:

- **Lost Rental Income:** Owners of rental properties with temporarily displaced tenants will not be provided compensation for lost rental income during the time that the renter is relocated.
- **Undocumented Relocation Expenses:** Claims for temporary relocation expenses submitted without applicable source documentation are ineligible for payment or reimbursement.
- **Relocation Expenses Beyond Date of Re-Occupancy:** Temporary relocation expenses incurred beyond the agreed-upon relocation timeframe will not be reimbursed by the Program. In no case shall TRA recipients be provided temporary relocation assistance beyond thirty (30) days after construction activities triggering temporary relocation are complete.
- **Relocation Expenses Not Pre-Approved in Writing:** Relocation expenses beyond the parameters outlined in this policy must be pre-approved by the Program prior to the temporarily displaced household incurring the cost. TRA recipients will be responsible to bear any cost not approved by the Program in advance.

8.8 *Documentation*

Only documented expenses will be considered for payment. The Program and tenants will work together to document expenses incurred as a direct result of relocation. To document that the payment was used for the purpose intended, when requesting reimbursement for costs, the following HUD forms will be used in accordance with the HUD Handbook 1378:

- Appendix 15: HUD Form 40030: Claim for Temporary Relocation Expenses (Residential Moves)
- All source documentation related to the claim (lease agreement, inspection form, etc.)
- Subrogation Disclosure and Assignment Agreement

Claims for temporary relocation expenses submitted without applicable source documentation are ineligible for payment or reimbursement

8.9 *Payments and Reimbursements*

Authority will review the claims in an expeditious manner and notify the relocated person if additional documentation is needed. Payments will be processed as soon as feasible following the receipt of sufficient documentation to support the claim. Actual payment to the person may be provided in check form or electronically.

8.10 *Advanced Payment*

Payments will be made on a reimbursement bases with verified documentation. Under special circumstances with proper documentation and quotes, the Program may consider assisting a household by advancing funds. Authority may provide advance relocation payments if a person demonstrates the need to avoid or reduce hardship. The amount of any advance relocation payment from the payment for which a relocated person is otherwise entitled. Authority cannot withhold any part of a relocation payment to satisfy an obligation to any other creditor. The program will make payments directly to the entity on behalf of the household, upon receiving an invoice in accordance with the Authority's procurement process.

8.11 *Security Deposits*

Authority may advance funds for deposits under a repayment agreement, or the Authority may pay such deposits on behalf of the temporarily relocated person provided any refund will be made to the entity and not the person.

9 Appeals Complaints and Grievances

9.1 *Appeals*

Any aggrieved person may file a written appeal with the Authority in any case in which the person believes that the Authority has failed to properly consider the person's application for assistance under the URA within 60 days after receiving the Authority's written determination. Such assistance may include, but is not limited to, the person's eligibility for, or a relocation payment required under the URA. The Authority shall consider a written appeal regardless of form. (49 CFR 24.10 (b))

The Authority official conducting the review of the appeal shall be either the head of the Authority or his or her authorized designee. However, the official shall not have been directly involved in the action appealed.

The Authority shall promptly review appeals in accordance with the requirements of applicable law and the URA. (49 CFR Sec. 24.10 (a)) An aggrieved person has a right to legal counsel or other representation, but solely at the person's own expense. The Authority shall permit the person to inspect and copy all pertinent material, except that which is classified as confidential by the Authority.

The Authority shall consider all pertinent justifications and materials submitted to ensure a fair and full review of the appeal. The Authority shall make a prompt written determination, including an explanation of the basis on which the decision was made.

9.2 Complaints and Grievances

Applicants may file a complaint or grievance if they have issues with the URA policy and procedures. URA complaints and grievances should be submitted in a timely manner to correct problem early in the URA process and to not slow down completion of the process. Grievances can be submitted to the Program Manager.

The federal statute that governs CDBG-DR programs requires for local governments, as part of its citizen's participation, to "[p]rovide citizens the address, phone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances, within fifteen (15) working days where practicable." 24 CFR § 91.115(h). Federal Register Vol. 83 No. 28 (February 9, 2018), 83 FR 5844 introduces citizen participation waiver (which include the aforementioned statute) and alternative requirements; it, however, keeps the fifteen (15) days language: "[t]he grantee will provide a timely written response to every citizen complaint. The response must be provided within fifteen (15) working days of the receipt of the complaint." 83 FR 5844.

Grievances must be filed in writing with the Program Manager and should include the following information to expedite resolution:

- Applicant name; and
- Contact information.
- Detailed explanation of grievance.
- Previously contacted individuals concerning complaint.
- Any supporting evidence.

Upon the receipt of a complaint, a timely, substantive written response will be provided within the established period of fifteen (15) working days, as per 24 CFR § 91.115(h). Depending on the type of complaint filed and the requested remedy, the CDBG-DR Program Manager may follow different approaches to produce a timely and substantive written response. On a case-by-case basis, any complaint could be referred to the corresponding program area or department for consideration when reviewing the complaint, as applicable, as to provide applicable data for the response. An example of a referral may be Complaints pertaining to a Program Applicant will be referred to the specific Program.

All complaints received will be documented, processed, and filed in compliance with this Policy.

10 Records Management

VIHFA Operations and Housing Recovery Staff (including contractors) will comply with 24 CFR Part 5.2, Compliance with the Privacy Act, which requires the safeguarding of personally identifiable information by:

- Minimizing the use of PII on program documents and records.
- Providing access to PII only to those who require it for official business.
- Securing PII appropriately for paper or electronic forms.
- Training for data security and compliance with the Privacy Act will be provided to all employees and contractors as part of their onboarding process.

- In accordance with HUD regulations, as a grantee and recipient of CDBG-DR funds, VIHFA follows the records retention as cited in 2 CFR Part 200.333-337, which includes financial records, supporting documents, statistical records and all other pertinent records are maintained for five years after closeout of the Loan between HUD and VIHFA. VIHFA established requirements in its sub-recipient and contractor agreements for compliance with all HUD cross cutting requirements outlined in 2 CFR 200 Appendix II, including record keeping requirements.
- Owners are advised that additional information may be required to properly calculate there Loan Amount and that Owners shall maintain all records, receipts invoices and other documentation related to any repairs, construction, or clean-up of the damaged rental property for no less than five years from the date of the Loan agreement.
- Additional information regarding Records retention, how the Program will manage Personally Identifiable Information (PII), and file security, please refer to the VIHFA General Administrative Policy Manual (insert link)

10.1 Record Retention

The URA the HUD Way Recordkeeping Checklist will be utilized to record sufficient details to demonstrate compliance with all URA requirements. All pertinent records shall be retained for the period specified in the applicable program regulations, but no less than three years after the latest of:

- Date by which all payments have been received by persons temporary relocated for the project;
- Date the project has been completed as defined by program regulations;
- Date by which all issues resulting from litigation, negotiation, audit, or other action have been resolved and final action taken.

10.1.1 Property File

File by address of the property being acquired, rehabilitated, or demolished will include:

- Inventory of personal property at the displacement and temporary replacement sites
- Moving cost estimates
- Evidence of actual moving expenses
- Documentation to support related eligible expenses

10.1.2 Occupant File

- File by applicant and address of the property being acquired, rehabilitated, or demolished will include:
- Name, address, occupant characteristics for persons occupying the property to be rehabilitated.
- Update of occupants
- Advisory services, including attempts to make contact and results.
- Notices: Evidence of delivery of notices
 - Dates of in-person contacts (Guide form Appendix 10)
 - Survey of relocation needs (Guide form Appendix 8 and Appendix 9)
 - Description of current unit
 - Appeal or complaint filed and response

11 Prevention of Fraud, Waste and Abuse

This policy applies to any irregularity, or suspected irregularity, involving employees as well as consultants, vendors, contractors, sub-recipients, sub-grantees, applicants or outside Authority doing business with employees of such Authority, and/or any other parties with a business relationship with VIHFA.

11.1 Prevention of Fraud

Fraud is an intentional, wrongful act to obtain either money or some other advantage or benefit from government programs. Fraud includes theft, embezzlement, false statements, illegal commissions, kickbacks, conspiracies, obtaining contracts through collusive arrangements, and similar devices.

11.2 Prevention of Waste

Waste is an appropriate action or omission by those with controls over government resources that result in taxpayers not receiving reasonable value for money in connection with any government funded activities. Waste relates primarily to mismanagement, inappropriate actions, and inadequate oversight.

11.3 Prevention of Abuse

Abuse is an administrative violation of judiciary, court unit, or organization regulation that impairs effective and efficient operations. The violation may result in federal losses, or denial or reduction of lawfully authorized federal benefits to participants.

All applicant forms and agreements should carry the following:

Warning: Any person who knowingly makes a false claim or statement to HUD or the USVI may be subject to civil or criminal penalties under 18 USC 287, 1001 and 31 USC 3729. Under penalties of perjury, I/we certify that the information presented above is true and accurate to the best of my/our knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this Program or any other programs that will accept this document. Title 18, Section 1001 of the US Code states that a person is guilty of a FELONY if he/she knowingly and willfully makes a false statement to any department of the United States Government.

11.4 Actions that Constitute Fraud, Waste and Abuse This Fraud, Waste, and Abuse

- The Prevention Policy is established to facilitate the development of controls that will aid in the detection and prevention of fraud against the Authority in the administration of all VIHFA Programs and the Authority's internal procurement. Some actions constituting fraud are as follows:
- Any dishonest or fraudulent act;
- Misappropriation of funds, securities, supplies, or other assets;

- Impropriety in the handling or reporting of money or financial transactions;
- Profiteering because of insider knowledge of the Authority's activities;
- Disclosing confidential and proprietary information to outside parties;
- Accepting or seeking anything of material value from contractors, vendors, or persons providing services/materials to the Authority;
- Destruction, removal, or inappropriate use of records, furniture, fixtures, and equipment; or
- Any similar or related irregularity.
- The Authority intends to promote consistent organizational behavior by providing guidelines and assigning responsibility for the development of controls and conduct of investigations. Any investigative activity required will be conducted without regard to the suspected wrongdoer's length of service, position/title, or relationship to the Authority.

12.1 Site Occupant Record

[continue next page]

SURNAME, GIVEN NAME(S)/SSN(S)	RELA- TION- SHIP	SEX	AGE	OCCUPATION	SOURCE OF INCOME				GROSS MONTHLY INCOME	NAME OF EMPLOYER AND TELEPHONE NUMBER	
					EMP.	WELF.	PENS.	OTHER (IDENTIFY)			
									\$		
					TOTAL GROSS MONTHLY INCOME: \$						
SPECIAL CHARACTERISTICS OF HOUSEHOLD (E.G., DISABLED, ELDERLY, ETC.)		REHOUSING PREFERENCES: <input type="checkbox"/> PURCHASE <input type="checkbox"/> RENT <input type="checkbox"/> SUBSIDIZED HOUSING <input type="checkbox"/> NONE LOCATION/NEIGHBORHOOD CONSIDERATIONS: _____ _____ PETS, GARAGE, ETC.: _____ _____								REHOUSING REQUIREMENTS: NO. OF ROOMS _____ NO. OF BEDROOMS _____ MAX. MONTHLY HOUSING COSTS \$ _____ MAX. PURCHASE PRICE \$ _____	

HOUSING REFERRALS												
Date	Address (Include Apt No.)	Census Track	Type of Unit			Size of Unit		Mo Rent + Est Avg Mo Utility Costs/Sales Price	Unit Inspd	Unit Avail Date	Low Income Or Minority Area?	Action on Referral (If refused, indicate why. Also indicate whether unit is representative comparable used as basis for pmt limit.)
			Rent	Sales	Subsidized	# of Rms	# of Bdrms					

REPLACEMENT DWELLING UNIT												
DATE OF MOVE _____			ADDRESS _____					CENSUS TRACT _____				
IS THIS ADDRESS LOCATED IN A HUD DESIGNATED RENEWAL COMMUNITY OR EMPOWERMENT ZONE? <input type="checkbox"/> YES <input type="checkbox"/> NO												
MONTHLY HOUSING COST (MHC) <input type="checkbox"/> RENTAL <input type="checkbox"/> PURCHASE MONTHLY RENT \$ _____ MORTGAGE PAYMENT (P&I) \$ _____ EST. AVERAGE REAL ESTATE TAXES \$ _____ MONTHLY EST. UTILITY COSTS \$ _____ UTILITY COSTS \$ _____ TOTAL MHC \$ _____ TOTAL MHC \$ _____ SALES PRICE \$ _____								<input type="checkbox"/> D. S. & S <input type="checkbox"/> NOT D. S. & S DATE OF INSPECTION _____ DATE OF REINSPECTION _____ NO. OF ROOMS _____ NO. OF BEDROOMS _____ (Include copy of Inspection Report in case file.)		RELOCATION PAYMENT(S) MOV. EXP. RHP TYPE <input type="checkbox"/> ACTUAL <input type="checkbox"/> RENTAL <input type="checkbox"/> FIXED <input type="checkbox"/> DOWNPMT <input type="checkbox"/> 180-DAY HO AMOUNT \$ _____ \$ _____ DATE CLAIM FILED _____ DATE CLAIM PAID _____ (Include copy of Claim Forms in Case File)		
IS UNIT IN AREA OF LOW-INCOME OR MINORITY CONCENTRATION? <input type="checkbox"/> YES <input type="checkbox"/> NO IS UNIT SUBSIDIZED? <input type="checkbox"/> YES <input type="checkbox"/> NO _____ (Identify)			TEMPORARY HOUSING DATE _____ REASON _____ ADDRESS _____ RENTAL \$ _____ DATE OF MOVE TO PERMANENT DWELLING _____ OUT-OF-POCKET EXPENSES PAID: MOVING EXPENSES \$ _____ INCREASED HOUSING COSTS \$ _____					APPEAL FILED: <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, INDICATE TYPE: <input type="checkbox"/> PAYMENT(S) <input type="checkbox"/> HOUSING <input type="checkbox"/> OTHER _____ (Include copy of Appeal in Case File)				

for the EnVision Tomorrow CDBG-DR Program, this GIN is required to comply with the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. § 24 (URA) and Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5304(d) (HCDA). The letter notifies tenants that if activity funded by a Community Development Block Grant Disaster Recovery (CDBG-DR) Program requires the tenant(s) to temporarily or permanently vacate the unit, then the Program may pay for the associated relocation expenses and increased rental costs of the replacement unit.

12.2 General Information Notice (GIN), Landlord:

If improvements to your property do not require the tenant(s) to relocate, then the tenant(s) will receive a **Notice of Non-Displacement** explaining relocation is unnecessary. If improvements to your property require the tenant(s) to relocate, a URA Case Manager will be assigned to the tenant(s) to make a final determination of URA eligibility, and to assist the tenant(s) throughout the relocation process. The URA Case Manager will assist the tenant(s) to find suitable replacement housing for the duration of relocation.

Your tenant is potentially eligible to receive relocation advisory services and financial assistance with reasonable costs of relocation. These costs may include, but are not limited to:

- Moving expenses
- Assistance locating and making deposits for temporary housing that is decent, safe and sanitary
- Payments towards the difference in the rent and utilities between the temporary housing and their current rent

As a landlord and applicant to the EnVision Tomorrow CDBG-DR Housing Program, you

are required to comply with regulations of URA. As such, your duties include, but are not limited to the following:

- Provide the program with the information necessary to confirm whether or not a tenant resides in your damaged property, including your tenant's contact information;
- Do not evict a tenant without just cause;
- If the program deems your tenant's relocation as temporary, you must allow your tenant to return to the same unit at the same rental rate for at least a one-year term after repairs or reconstruction of your property has been completed.

Notifying a tenant to move out of the unit, attempting to unreasonably raise the tenant's rent, and/or eviction without contacting the Program in advance may disqualify you from receiving assistance under the EnVision Tomorrow CDBG-DR Housing Programs. If you are considering eviction because the tenant is not in good standing, please contact your Case Manager immediately at (888)-239-3387.

To participate in the EnVision Tomorrow CDBG-DR Housing Program, all Program applicants must comply with URA regulations. The Program will provide you with necessary resources to comply with URA. If you have any questions regarding this notice or the requirements of URA, please contact your Case Manager at (888)-239-3387.

Sincerely,

[continue next page]

EnVision Tomorrow CDBG-DR Program Customer Representative Team

12.3 General Information Notice (GIN) - Tenant



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802

Telephone (340) 777-4432 • Fax: (340) 775-7913

Email: vihfa@vihfa.gov

[Date]

[Tenants Name]

[Tenants Address]

[City, State, Zip]

[Application Number]:

[Tenants ID]

[Damaged Property Address]

Re: EnVision Tomorrow CDBG-DR Housing Program – URA Notice to Tenants

Dear Tenant,

The EnVision Tomorrow CDBG-DR Housing Program through the V.I. Housing Finance Authority (VIHFA) is in the process of evaluating whether the property you currently occupy at [Damaged Property Address] is eligible to be repaired or reconstructed with federal funding provided by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant Disaster Recovery (CDBG-DR) Program. All expenditures of CDBG-DR funds are subject to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 49 C.F.R. § 24, and Section 104(d) of the Housing and Community Development Act of 1974 (HCDA), as amended, 42 U.S.C. § 5304(d).

In order to facilitate the repair or reconstruction of your dwelling at the above-referenced address, you may be required to move temporarily or permanently.

After it is determined whether you are required to move from your current dwelling, you will receive another notice from the Program confirming that you will or will not be displaced. If relocation is required, the Program will work with you to obtain suitable replacement accommodations and you will be reimbursed for all reasonable out of pocket expenses, including moving costs and any increase in monthly housing costs. The Program will also provide relocation assistance that includes but is not limited to: referrals to replacement properties, help filing payment claims and following procedures for obtaining payment(s), and other necessary assistance to successfully relocate you.

If you are displaced for less than one year, your relocation will be classified as temporary relocation. You will not be required to relocate temporarily without at least **thirty (30) days** in advance written notice. Upon completion of the repair or reconstruction of the

[continue next page]

reasonable terms and conditions, including one year at a rental rate and average utility costs that do not exceed the rate you are currently paying.

If you are displaced for a period of time of one (1) year or greater, your relocation will be classified as permanent. You will not be required to relocate permanently without at least **ninety (90) days** in advance written notice and until after at least one (1) comparable replacement dwelling has been made available to you.

To be eligible for relocation benefits, the displaced person(s):

- Must be distinct from the person(s) or entity responsible for the application to the related EnVision Tomorrow CDBG-DR Housing Program included in the Virgin Islands Action Plan for Disaster Recovery.
- Must be actively occupying a housing unit within a property receiving Agency assistance at the time funded repairs or reconstruction activities are scheduled to commence.
- Be required to relocate from the assisted housing unit for a minimum of **one (1) day** in order to complete the Agency activities.
- Is/are legally entitled to occupy the housing unit.
- Must be a United States Citizen or legal U.S. resident occupying the residence to be rehabilitated or reconstructed (unless a waiver is granted due to an exceptional hardship of qualifying spouse, parent, or child). Pursuant to Public Law 105-117, individuals not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an resident lawfully present in the United States.

We urge you not to permanently move away from your unit unless you want to leave the unit at your own free will. Until it is determined whether you are required to move from your current dwelling for the EnVision Tomorrow CDBG-DR Housing Program, failure to pay rent and meet your other obligations as a tenant may be cause for eviction and loss of relocation assistance. You **must** continue to pay your monthly rent and to comply with your lease terms and conditions as long as you are occupying the unit. Please note that agreeing to relocate to temporary accommodations does not in any way limit your rights to return to the unit on a permanent basis when the repair or reconstruction is complete.

In accordance with 49 CFR §24.10¹, you have the right to appeal in any case when it is believed the agency has failed to properly consider your application for assistance under URA. Such assistance may include, but is not limited to, the amount of assistance offered or the determination of eligibility. You will be allowed no fewer than **sixty (60) days** from the date of the program determination to appeal such determination. For more information related to the URA Appeals process, please see the VIHFA Uniform Relocation

¹ <https://www.ecfr.gov/cgi-bin/text-idx?SID=b0e1b68ea46657956878d8b6947c7335&mc=true&node=se49.1.24.110&rqn=div6>

[continue next page]

Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (VIHFA URA & ADP Guide) at <https://www.vihfa.gov/disaster-recovery>.

PLEASE REMEMBER:

- **This is not a notice to vacate the premises. You should not move from your dwelling as a result of receiving this notice.**
- **This is not a notice of relocation eligibility.**

You will be contacted soon so that we can provide you with more information about the proposed project and the need (if required) for relocation. We will make every effort to accommodate your needs. In the meantime, if you have any questions about this notice or the proposed project, please contact your case manager at **(888)-239-3387**.

Sincerely,

EnVision Tomorrow CDBG-DR Program Customer Representative Team

12.4 Move-in Notice Sample



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802

Telephone (340) 777-4432 • Fax: (340) 775-7913

Email: vihfa@vihfa.gov

[Date]

[First Name] [Last Name]

MOVE IN NOTICE

[Case ID] [Tenant ID]

[Street Number] [Street] [Unit Number] [Street Type]

[City], [State] [Zip]

Re: [EnVision Tomorrow CDBG-DR Program] – Move in Notice

Dear [Tenant Name],

The [EnVision Tomorrow CDBG-DR Program] through the Virgin Islands Housing Finance Authority (VIHFA) is interested in acquiring, repairing or reconstructing the property you are considering in occupying located at [Damaged Property Address]. Because Federal funds may be used in this project, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, 49 C.F.R. § 24, and Section 104(d) of the Housing and Community Development Act of 1974 (HCDA), as amended, 42 U.S.C. § 5304(d) applies for tenants in residence at the time of application. **However, as a new tenant, you will not be eligible for relocation benefits under the URA.**

This notice is to inform you of the following information before you enter into any binding agreement to occupy a unit at the above address:

- You may be displaced by the project.
- You may be required to relocate temporarily or permanently.
- You may be subject to a rent increase.
- You will not be entitled to any relocation benefits provided under the URA. If you have to move or your rent is increased as a result of the above-mentioned project, you will not be reimbursed for any such rent increase or for any costs or expenses incurred by you in connection with a move as a result of the project.

[continue next page]

Please read and retain this notification carefully prior to signing a rental agreement or moving into the property located at [damaged property address]. If you should have any questions about this notice, please contact [URA Case Manager] at [URA Case Manager telephone] or [URA Case Manager Email]

Once you have read and have understood this notice, if you still desire to lease the unit, please sign the statement below

Sincerely,
[EnVision Tomorrow CDBG-DR Program]

[continue next page]



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802

Telephone (340) 777-4432 • Fax: (340) 775-7913

Email: vihfa@vihfa.gov

[Applicant's Name]

[Case ID]

- I (Prospective Tenant's Name) understand that the EnVision Tomorrow CDBG-DR Program is interested in acquiring, repairing, or reconstructing (hereinafter "**the project**") the property located at [Damaged Property Address] (hereinafter "**the property**"). I further acknowledge that should I be required to relocated from the property permanently or temporarily due to the aforementioned project at the property, I am not entitled to benefits under the URA. I accept that upon executing a binding agreement to occupy the property:
- I may be displaced by the project;
- I may be required to relocate temporarily or permanently;
- I may be subject to a rent increase;
- I am not be entitled to any relocation benefits provided under the URA. If I have to move or my rent is increased as a result of the project, I will not be reimbursed for any such rent increase or for any costs or expenses incurred in connection with a move as a result of the project.

I have read the above information and understand the conditions under which I am moving into this project located at [Address of Project].

Print Name of Tenant(s)

Signature(s)

12.5 Initiation of Negotiations (ION)

12.6 Notice of Non-displacement (NOND) - No Temporary Relocation Required



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802
Telephone (340) 777-4432 - Fax: (340) 775-

[Date]

[First Name] [Last Name]

[Case ID]

[Street Number] [Street] [Unit Number] [Street Type]

[City], [State] [Zip]

Re: **[EnVision Tomorrow CDBG-DR Housing Program] –Notice of Non-Displacement:
No Temporary Relocation Required**

Dear [Tenant Name],

On [date of GIN], the **EnVision Tomorrow CDBG-DR Housing Program** (the Program) notified you that the Program may provide assistance to support the repair or reconstruction of the property you currently occupy at [Damaged Property Address]. The purpose of the Program is to enable property owners to repair or reconstruct their property in the wake of damage from Hurricane Irma or Hurricane Maria. Funding for the Program was provided by U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Disaster Recovery Program.

On [date of award determination], funding for the repair or reconstruction of the property you currently occupy was approved and repairs are expected to begin/resume soon. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the URA).

This is a Notice of Non-Displacement. You will **NOT** be required to move permanently as a result of the rehabilitation, **nor will you be required to move temporarily in order for this project to be completed.** Specifically, this Notice guarantees that you will be able to continue to lease and occupy your present apartment under reasonable terms and conditions. Consequently, we urge you not to move away from your unit, unless you want to do so for your own reasons not related to this project and the rehabilitation assistance that was provided.

As with all tenants, you must continue to comply with the terms and conditions of your lease as long as you reside in the unit or you may be subject to legal actions from your owner. Please note that if you do choose to move for your own reasons, you will not be considered displaced and you will not be eligible for any relocation assistance in your new home.

[continue next page]

If you disagree with this determination or decision as to your right to relocation assistance, you may appeal the decision to the Program. You will have 60 days to file an appeal with the Program after receiving this written notification of non-

displacement. All appeals must be in writing. The procedure to submit an appeal to the Program were included with your Tenant GIN (General Information Notice) that was provided to you on [Date Tenant GIN Sent].

If you have any questions, please contact a URA Case Manager at (XXX)XXX-XXXX. This letter is important to you and should be retained.

Sincerely,

EnVision Tomorrow CDBG-DR URA Case Manager

12.7 Notice of Non-displacement (NOND) - Temporary Relocation Required



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802

Telephone (340) 777-4432 - Fax: (340) 775-7913

Email: vihfa@vihfa.gov

[Date]

[First Name] [Last Name]

[Case ID] [Tenant ID]

[Street Number] [Street] [Unit Number] [Street Type]

[City], [State] [Zip]

Re: [EnVision Tomorrow CDBG-DR Housing Program] –Notice of Non-Displacement:
Temporary Relocation Required

Dear [Tenant Name]:

On [date of GIN], the [EnVision Tomorrow CDBG-DR Housing Program] (the Program) notified you that the Program may provide assistance to support the repair or reconstruction of the property you currently occupy at [Damaged Property Address]. The purpose of the Program is to enable property owners to rehabilitate or reconstruct their homes in the wake of damage from Hurricane Irma or Hurricane Maria. Funding for the Program was provided by U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Disaster Recovery Program.

On [date of award determination], funding for the repair or reconstruction of the property you currently occupy was approved and repairs are expected to begin/resume soon. Because federal funding is involved in this project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (the URA).

This is a Notice of Non-Displacement. You will **NOT** be required to permanently relocate as a result of the repairs or reconstruction. However, your property owner and his/her contractor have indicated that **you will be required to relocate temporarily** in order to facilitate the repair or reconstruction of your unit. The Program will work with you to assist you with this relocation. Please be aware that this is **not** a notice to vacate the premises and this is **not** a notice of relocation eligibility.

This notice guarantees you the following:

1. Upon completion of the repair or reconstruction, you will be able to lease and occupy your present dwelling unit under reasonable terms and conditions.

[continue next page]

2. Because you must move temporarily so that the repair or reconstruction can be completed, you will be reimbursed for all reasonable expenses related to the relocation, including the cost of moving to and from temporary housing and any increased interim housing costs if the cost of your temporary housing exceeds the cost of your current unit. The temporary unit will meet Program standards, and all

other conditions of your temporary move will be reasonable.

A representative from the Program will be reaching out to you to coordinate your temporary relocation. Consequently, we urge you not to move away from your unit until you have had the opportunity to meet with the program staff. Please note that if you do decide to move away of your own free will, you will not be eligible for URA relocation benefits. Also, as with all tenants, you must continue to comply with the terms and conditions of your lease as long as you reside in the unit or you may be subject to legal actions from your owner.

If you disagree with this determination or decision as to your right to relocation assistance, you may appeal the decision to the Program. You will have 60 days to file an appeal with the Program after receiving this written notification of non-displacement. All appeals must be in writing. The procedures to appeal this decision were included with your Tenant GIN (General Information Notice) that was sent to you on [Tenant GIN sent date].

If you have any questions, please contact a URA Case Manager at (XXX)XXX-XXXX. This letter is important to you and should be retained.

Sincerely,

EnVision Tomorrow CDBG-DR URA Case Manager

12.8 Notice of Relocation Eligibility (NOE)



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802
Telephone (340) 777-4432 - Fax: (340) 775-7913
Email: vhfa@vhfa.gov

(Sent by Certified Mail,
Registered First-Class Mail, Return Receipt Requested, or personally served)

[Date]

[URA Case ID]

[Tenant Name (including both last names)]

[Tenant Address]
[City, State Zip]

Re: URA – Notice of Relocation Eligibility: Permanent Displacement

Dear [Tenant Name]:

On [Date of Tenant GIN], the EnVision Tomorrow CDBG-DR Program notified you that the Program may provide assistance to support the rehabilitation or reconstruction of the property you currently occupy at [Damaged Property Address].

We are contacting you at this time to inform you that Program funding was approved on [Award Letter Sent Date] and that approved construction activities are expected to begin soon. Because this is a federally funded project, you are protected the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. § 24, (URA) and Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5304(d), (HCDA).

This letter is your Notice of Eligibility for permanent relocation assistance, effective as of the date of this notice.¹ Based on the nature of construction activities that will be conducted to this property, the Program has determined that you will be permanently displaced by the project and will not be able to return to this location for future residence. You do not need to leave now. You will be provided no less than **ninety (90) days** written notice of the date by which you will be required to move.

¹ NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

[continue next page]

The relocation assistance to which you are entitled includes:

- **Relocation Advisory Services:** Including counseling and other assistance to help you find another home and prepare to move.
- **Payment for Moving Expenses:** You may choose: (1) a payment for your actual reasonable and necessary moving and related expenses, or (2) a fixed payment for moving costs in the amount of \$ [] based on the URA Fixed Residential Moving Cost Schedule², or (3) a combination of both, which can be further explained by contacting your URA Case Manager.
- **Replacement Housing Payment:** You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement dwelling, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons³, 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by forty-two (42).

Enclosed is a form to complete and return to your URA Case Manager indicating your interest and current preferences for permanent housing options. You can return this form via email or mail:

Email: [XXXX@XXXXX.com]
Mail: EnVision Tomorrow CDBG-DR Program
ATTN: URA
[Mailing Address]
[City, State Zip]

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$[] (42 x \$[]).

Should you choose to purchase (rather than rent) a replacement home that meets the HUD standard for decent, safe and sanitary, you may be eligible for a down payment assistance equal to your maximum replacement housing payment, \$[]. Please contact the Program to let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

It is IMPORTANT that you do not move or commit to the purchase or lease of a replacement home before we have a chance to further discuss your eligibility for relocation assistance. Keep this letter for your records. Your URA Case Manager will be in touch soon to further discuss your eligibility.

If you have any questions your eligibility for relocation assistance and payments, please contact your URA Case Manager at [(XXX)XXX-XXXX].

Sincerely,

EnVision Tomorrow URA Case Manager

[continue next page]



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802

Telephone (340) 777-4432 - Fax: (340) 775-7913

Email: [vihfa@vihfa.gov](mailto:vhfa@vihfa.gov)

PERMANENT RELOCATION HOUSING PREFERENCES SELECTION

For Agency Use Only

Application ID: _____ Tenant ID: _____

Damaged Property

Address: _____

I/We, _____, certify that I/We resided at the property listed above, which is currently being assisted by the Puerto Rico Department of Housing (PRDOH) CDBG-DR Program, and acknowledge the receipt of the Program's Notice of Permanent Relocation Eligibility. At this time, it is my/our desire to pursue the selected permanent housing option. I/We understand this selection is non-binding and does not place limitations on the eventual permanent housing selection.

_____ I/we intend to relocate to a new rental property.

_____ I/we intend to purchase a home.

Applicant Signature

Co-Applicant Signature

Date

Date

PLEASE RETURN THIS FORM VIA EMAIL: XXXX@XXXX.com
OR MAIL:

EnVision Tomorrow CDBG-DR Program
ATTN: URA
[Mailing Address]
[City, State, Zip]

12.9 30 Day Notice to Vacate



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802

Telephone (340) 777-4432 - Fax: (340) 775-7913

Email: vihfa@vihfa.gov

(Sent by Certified Mail)

Registered First-Class Mail, Return Receipt Requested, or personally served)

[Date]

[URA Case ID]

[Tenant Name (including both last names)]

[Tenant Mailing Address]

[City, State Zip]

Re: URA - 30 Day Notice to Vacate

Dear [Name (including both last names)]:

On [Date of GIN], you were notified by EnVision Tomorrow CDBG-DR Program that you may be temporarily displaced from [Damaged Property Address] and that you may be eligible¹ for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. § 24 (URA) and Section 104(d) of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5304(d) (HCDA).

This letter is to notify you that you are required to relocate by [Date of this letter +30], which is thirty (30) days from the date of this notice. Your temporary relocation is anticipated to last for approximately [Estimated time for R3 construction].

Attached you will find information on three (3) suitable replacement dwellings that you may wish to consider for your temporary relocation, along with the calculation table of how the program determined your award.. You are not obligated to relocate to any of these proposed properties. Please note that all temporary relocation housing must meet U.S. Housing and Urban Development (HUD) decent, safe, and sanitary standards before any replacement housing payments are made.

If you have any questions, please contact your URA Case Manager at [(XXX) XXX-XXXX]. Please save this letter for your records.

Sincerely,

EnVision Tomorrow URA case Manager

¹ NOTE: Pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

12.10 Return Home Notification



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802

Telephone (340) 777-4432 - Fax: (340) 775-7913

Email: vihfa@vihfa.gov

(Sent by Certified Mail)
Registered First-Class Mail, Return Receipt Requested, or personally served

[Date]

[URA Case ID]

[Tenant Name (including both last names)]

[Temporary Unit Address]

[City, State Zip]

Re: **URA – Return Home Notification**

Dear [Tenant Name],

This letter is to notify you that the EnVision Tomorrow CDBG-DR Program has completed construction activities on the property containing your original place of residence located at [Original Unit Address]. Because Federal funding is involved with this project, you continue to be protected by the terms of Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (**URA**), as amended, 49 C.F.R. § 24, and Section 104(d) of the Housing and Community Development Act of 1974 (**HCDA**), as amended, 42 U.S.C. § 5304(d).

You are hereby notified to return to your original place of residence within **thirty (30) days** of the date of this notice, which is [Date of Notice + 30]. We have notified the landlord of your temporary unit located at [Temporary Unit Address] that your lease will be terminated on this date. The Program will work with you to assist with relocation back to your original place of residence.

In addition, this notice guarantees you the following:

- You will be able to lease and occupy your original place of residence under the terms and conditions enjoyed prior to your temporary relocation for at least **twelve (12) months**.
- You have the opportunity to replace non-returning household members in order to maintain the pre-relocation household size; landlords retain the right to vet these proposed new occupants.
- Because you had to move temporarily so that the construction could be completed, you will be reimbursed for all reasonable and necessary expenses related to the relocation, including the cost of moving out of temporary housing

[continue next page]

and any reasonable out-of-pocket expenses incurred to return to the original place of residence.

If you elect not to return to this original place of residence or fail to negotiate return occupancy terms by the return date above, the landlord may advertise the unit for occupancy at market rates without Agency restriction.

We urge you not to move from your temporary unit until you have had the opportunity to speak with your URA Case Manager. A representative from the Program will be reaching out to you to coordinate your relocation. All moving and out-of-pocket expenses must be approved by the program in advance of incurring those costs.

If you have any questions or need additional assistance in completing your move, please contact your URA Case Manager by phone at [XXX] XXX-XXXX]. Please retain this letter for your records.

Sincerely,

EnVision Tomorrow URA Case Manager

12.11 Notice of Ineligibility



HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802

Telephone (340) 777-4432 - Fax: (340) 775-7913

Email: vhfa@vhfa.gov

Notice of Ineligibility

Personally Served or sent by Certified or
Registered First-Class Mail, Return Receipt Requested

[Date]

[Name]
[Address]
[City, State Zip]

Notice of Ineligibility

Residential Tenant

[Case ID] [Tenant ID]

[Street Number] [Street] [Unit Number] [Street Type]

[City], [State] [Zip]

Dear [Tenant Name]:

On [GIN DATE], the EnVision Tomorrow CDBG-DR Program, notified you that we may provide assistance to support acquisition, demolition, rehabilitation or reconstruction of the property that you currently occupy, or formerly occupied at [Damaged address]. All expenditures of CDBG-DR funds are subject to the rules of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. § 24 (URA) and Section 104(d) of the Housing and Community Development Act of 1974 (HCDA), 42 U.S.C. § 5304(d).

It has been determined that you are ineligible for URA Relocation Assistance due to one of the following reasons:

- [Unlawful occupancy before the initiation of negotiations or project application]
- [Household is not required to relocate from assisted housing unit for a minimum of one (1) day in order to complete EnVision Tomorrow program activities carried out the housing unit and other parts of the properties will maintain the housing unit being decent, safe and sanitary for habitation for a period of time exceeding eight (8) hours.]
- [Unlawful occupancy after the project application, and receipt of "Move-In Notice"]
- [Household is not distinct from the household that applied to a CDBG-DR Program]
- [Household was not occupying the property at the time CDBG-DR Program-sponsored acquisition, rehabilitation, demolition, or reconstruction activities are scheduled to commence.]
- [Not lawfully present in the United States]

In accordance with the Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide), you

[continue next page]

may contest any determinations or denials based on Program policy.¹ If you wish to file a URA appeal for this URA Ineligibility Determination, you must submit a written request on or before [Today's Date + 60], which is **sixty (60) calendar days** from the date this notification was sent. Appeals must be submitted in writing to the address listed below:

EnVision Tomorrow CDBG-DR Program
ATTN: URA
[Mailing Address]
[City, State, Zip]

Once the R3 Program receives the appeal, it will be reviewed and addressed within **thirty (30) days** of its receipt. You will be notified of the appeal determination via a written Appeal Approved or Appeal Denied notification.

Please keep this letter for your records. If you have any questions, please contact your URA Case Manager at [(XXX)XXX-XXXX].

Sincerely,
EnVision Tomorrow URA Case Manager

¹ See Section 9 of the PRDOH Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan "PRDOH URA Appeals"

12.12 Waiver of Relocation Assistance



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza • Suite 200 • St. Thomas, USVI 00802

Telephone (340) 777-4432 • Fax: (340) 775-7913

Email: vihfa@vihfa.gov

[Date]
[Tenant Name]
[Mailing Address]
[City], [State] [Zip]

Waiver of Relocation Assistance Notice

[Tenant Name]
[Case ID] Tenant ID:
[Damaged Property Address]
[City], [State] [Zip]

Waiver of Relocation Assistance Notice

Dear [Tenant Name],

On [Date of Tenant GIN], the EnVIsion Tomorrow CDBG-DR Program notified you via a Tenant General Information Notice (GIN) that you may be eligible for relocation assistance to support the program sponsored construction or acquisition of the property you currently occupy at [Damaged Property Address], and that you may be required to relocate temporarily or permanently as a part of the process. This GIN also informed you that you are protected as a tenant by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 49 C.F.R. § 24 (URA) and Section 104(d) of the Housing and Community Development Act of 1974 (HCDA), 42 U.S.C. § 5304(d).

As stated in the EnVIsion Tomorrow Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan¹, households may waive their rights and entitlements by signing a written statement that specifically identifies the assistance and payments the household has chosen not to accept. It has come to our attention that you do not wish to receive the relocation assistance that has been made available to you.

As part of the relocation process, you were offered the following assistance:

- Relocation advisory services to include identification of comparable or suitable replacement housing units
- Relocation assistance, including the cost of moving to and from the temporary unit, or to the permanent replacement unit, storage costs, broker fees, increased utilities, and increased rent.

¹ See "Waiver of Relocation Assistance" in Section 6 of the PRDOH Uniform Relocation Assistance Guide & Residential Anti-Displacement and Relocation Assistance Plan

[continue next page]

If the information in this Waiver of Relocation Notice is accurate, and you wish to waive the relocation assistance available to you, please complete the attached Waiver of Relocation Assistance and send it to:

EnVision Tomorrow CDBG-DR Program

ATTN: URA

[Mailing Address]

[City State Zip]

If this information is not accurate and you do not wish to waive your rights to relocation assistance, please contact your URA Case manager at [(XXX)XXX-XXXX].

Sincerely,

EnVision Tomorrow URA Case Manager

[continue next page]



VIRGIN ISLANDS HOUSING FINANCE AUTHORITY

3202 Demarara Plaza - Suite 200 - St. Thomas, USVI 00802
Telephone (340) 777-4432 - Fax: (340) 775-7913
Email: vihfa@vihfa.gov

Waiver of Relocation Assistance

[Date]
[Tenant Name]
[Mailing Address]
[City], [State] [Zip]

[Tenant Name]
R3 Case ID: [Case ID] Tenant ID: [Tenant ID]
[Damaged Property Address]
[City], [State] [Zip]

Households who qualify to receive URA relocation assistance may choose to decline receiving the relocation assistance or benefits provided by URA. Households may waive their rights and entitlements by signing a written statement that specifically identifies the assistance and payments the household has chosen not to accept. The statement must also clearly show the household has been informed of the assistance and payments they are entitled to receive. Once a household waives their rights in this way, the Agency ceases all communication with the household with respect to the assistance and/or payments so waived.

The EnVision Tomorrow Uniform Relocation Assistance Guide and Anti-Displacement and Relocation Assistance Plan (URA & ADP Guide) state that:

"Should a household become eligible for different assistance or payments following a waiver, the Agency informs the household of the changes to their eligibility in writing. The household may choose at that time to pursue the new assistance and payments or they may again elect to waive their rights and entitlements. A new written and signed statement is required to waive their rights to the new assistance and payments.

PRDOH never encourages households to waive their rights or entitlements under URA. Any waiver of rights is completely at the discretion of the household."

In consideration of this information, and as the displaced tenant of the damaged property located at [Damaged Property Address], I, [Tenant Name], acknowledge that I have received a General Information Notice of Relocation Assistance (GIN), and have been fully informed of the amount and type of relocation assistance that is available to me as a tenant protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and Section 104(d) of the Housing and Community Development Act of 1974 (HCDA).

I understand that I was offered the following assistance and I have decided to waive my rights to receive the following assistance (Please check all that apply):

[continue next page]

- | | |
|---|---------------------------|
| <input type="checkbox"/> Relocation Advisory Services | Estimated amount \$ _____ |
| <input type="checkbox"/> Assistance with Storage Expenses | Estimated amount \$ _____ |
| <input type="checkbox"/> Security Deposit | Estimated amount \$ _____ |
| <input type="checkbox"/> Broker Fee | Estimated amount \$ _____ |
| <input type="checkbox"/> Assistance with Moving Expenses | Estimated amount \$ _____ |
| <input type="checkbox"/> Replacement Housing Payments | Estimated amount \$ _____ |
| <input type="checkbox"/> Meal Allowance | Estimated amount \$ _____ |
| <input type="checkbox"/> Reimbursement of Eligible Expenses | Estimated amount \$ _____ |

Comments:

By signing this document, I acknowledge that I have received and understand all of the information provided to me regarding URA, that I elect to not receive the type of assistance that I have selected above, and that this will not affect my eligibility for future assistance. Please send this document to:

EnVision Tomorrow CDBG-DR Program
 ATTN: URA
 [Mailing Address]
 [City, State, Zip]

Executed this ____ day of _____, 20____.

Signatures of Tenant(s):

 Tenant Signature

 Tenant Signature

 Printed Tenant Name

 Printed Tenant Name

12.13 Claim for Temporary Relocation Expenses - HUD Form 40030

Residential Claim for Moving and Related Expenses

(49 CFR 24.301 and 24.302)

See page 3 for Public Reporting Burden and Privacy Act Statements before completing this form

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB Approval No. 2506-0016
(exp. 4/30/2018)

For Agency Use Only	Name of Agency	Project Name or Number	Case Number
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Instructions: This claim form is for the use of families and individuals applying for payment of residential moving and related expenses under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA). You may be eligible to apply for either (1) a fixed payment (see 24.302), or (2) payment for actual reasonable moving costs and related expenses (see 24.301), or (3) in some cases, a payment based on a combination of moving options (contact Agency). All claims for actual expenses must be supported by receipts or other acceptable evidence. The Agency will explain the differences between the types of moving options and will help you complete this form. HUD provides information on these requirements and other guidance materials on its website at www.hud.gov/relocation. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal that determination. The Agency will explain how to make an appeal. All claims for payments must be filed no later than 18 months from the date of displacement (see 24.207(d)).

1. Your Name(s) (You are the Claimant(s)) and Present Mailing Address	1a. Telephone Number(s)
---	-------------------------

2. Have All Members of the Household Moved to the Same Dwelling? ☐ Yes ☐ No
(If "No," list the names of all members and the addresses to which they moved in the Remarks Section.)

Dwelling	Address (include Apartment No.)	Number of Rooms of Furniture? *	Date Occupied	Date Vacated
3. Unit That You Moved From				
4. Unit That You Moved To		* Excluding bathrooms, hallways and closets.		

5. Is This a Final Claim? ☐ Yes ☐ No

6. Certification of Legal Residency in the United States (Please read instructions below before completing this section.)

Instructions: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any relocation benefits. (This certification may not have any standing with regard to applicable State laws providing relocation benefits.) Your signature on this claim form constitutes certification. See 49 CFR 24.208(g) & (n) for hardship exceptions.

Please address only the category (Individual or family) that describes your occupancy status. For item (2), please fill in the correct number of persons.

RESIDENTIAL HOUSEHOLDS

- (1) Individual.
I certify that I am: (check one)
☐ a citizen or national of the United States
☐ an alien lawfully present in the United States.
- (2) Family.
I certify that there are _____ persons in my household and that _____ are citizens or nationals of the United States and _____ are aliens lawfully present in the United States.

7. Computation of Payment (See 49 CFR 24.301 and 24.302)

Instructions: You may be eligible to apply for either (1) a fixed payment (see 24.302), or (2) payment for actual and reasonable moving costs and related expenses (see 24.301), or (3) in some cases, a payment based on a combination of moving options (see 24.301(b)). The computation table in this section provides you with the ability to compute your payment based on one or a combination of moving options depending on your eligibility and your needs and desires.

A fixed payment is used to compute a payment based on the numbers of rooms of furniture within the displacement dwelling. The Residential Fixed Moving Cost Schedule available at www.hud.gov/relocation will provide the payment amount for the state in which the displacement occurred. (Note: for persons occupying a dormitory style room or where the move is performed by the Agency at no cost to the displaced person, the payment amount is limited to the amount specified for such moves on the Fixed Moving Cost Schedule.) If you choose to claim a fixed payment, fill in the applicable schedule amount in column 7c Line (3). In some cases, persons who plans to claim only a fixed payment may also be eligible for additional moving options to move personal property located outside the dwelling and not considered in the Fixed Moving Cost Schedule (jungle gym, hot tub, etc.) or for personal property requiring specialized moving assistance within the dwelling (piano, pool table, medical equipment, etc.). In these situations you may also be eligible for a payment based on actual costs for a commercial move and/or self move for these items. Contact the Agency for further assistance. If the Agency determines you are eligible for other moving options in addition to the fixed payment, fill in all applicable claim information requested for the type(s) of moving option specified in the table.

	7a. Commercial Move (Actual Costs) (Based on lower of 2 bids)		7b. Self Move (Actual Costs) (Not to exceed cost of commercial move)		7c. Self Move (Fixed Schedule) (See 49 CFR 24.302)	
	Claimant	Agency Use	Claimant	Agency Use	Claimant	Agency Use
(1) Moving Cost Expenses (49 CFR 24.301(g)(1-7); see page 3) (Do not include storage costs listed separately below). (For Mobile Home Owner Occupants also include 24.301(g)(8-10), if applicable)						
(2) Storage Cost (Requires prior agency approval) (Not to exceed 12 months)						
(3) Fixed Moving Cost Schedule Amount (Based on number of rooms of furniture in Item 3). For amount see Moving Cost Schedule available at www.hud.gov/relocation .						
(4) Other (Explain in Remarks Section)						
(5) Total Amount of Claim						
(6) Amount Previously Received, if any						
(7) Amount Requested (Subtract line (6) from line (5))						
(8) Total Amount Requested - Combination Moves Only (add applicable columns 7(a)(7), 7(b)(7) and 7(c)(7))						

Previous versions obsolete.

8. **Certification By Claimant(s):** I certify that this claim and supporting information are true and complete and that I have not been paid for these expenses by any other source. I ask that the amount on line (7) of item 7 or line (8) of item 7 for combination moves be paid to ☐ me ☐ the contractor(s) (as specified in the Remarks Section).

Signature(s) of Claimant(s) & Date:

X _____

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

To Be Completed by the Agency

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date (mm/dd/yyyy)
9. Recommended	\$ _____	_____	_____	_____
10. Approved	\$ _____	_____	_____	_____

Remarks (Attach additional sheets, if necessary)

Additional sheets attached? ☐ Yes ☐ No

Eligible Actual Residential Moving Expenses (49 CFR 24.301(g)(1-10))

- (1) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.
- (2) Packing, crating, unpacking, and uncrating of the personal property.
- (3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses, farms or nonprofit organizations this includes machinery, equipment, substitute personal property, and connections to utilities available within the building. It also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
- (4) Storage of the personal property for a period not to exceed 12 months, unless the Agency determines that a longer period is necessary.
- (5) Insurance for the replacement value of the property in connection with the move and necessary storage.
- (6) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
- (7) Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Agency determines to be reasonable and necessary.
- (8) The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.
- (9) The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
- (10) The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

Public reporting burden for this collection of information is estimated to average 30 minutes per response. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining whether you are eligible to receive a payment for moving and related expenses and the amount of any payment. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This information is being used by an agency administering program services on behalf of HUD for certain HUD programs to determine whether you are eligible to receive a payment for moving and related expenses and the amount of any payment. Periodically, HUD reviews a random sample of the agency files to ensure compliance with statutory and regulatory requirements. The information requested is voluntary; you are not required by law to furnish this information, but if you do not provide it, you may not receive any payment for these expenses or it may take longer to pay you. This information is being collected under the authority of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, the U.S. Housing Act of 1937, as amended, 42 U.S.C. 1437 et seq., and the Housing and Community Development Act of 1981, P.L. 97-35, 85 stat., 34,408. This information may be shared with Federal agencies and other agencies approved by HUD to administer or assist with services for Uniform Relocation Assistance and Real Property Acquisition Policies Act obligations.

12.14 Fixed Residential Moving Cost Schedule

State	Occupant Owns Furniture									Occupant does not own furniture	
	Number of Rooms of Furniture								Add'l room		
	1 room	2 rooms	3 rooms	4 rooms	5 rooms	6 rooms	7 rooms	8 rooms		1 room/ no furn.	Add'l room no furn
Virgin Islands	500	700	850	950	1150	1300	1450	1600	150	425	100

*https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm

12.15 Comparable Replacement Dwellings

Selection of Most Representative Comparable Replacement Dwelling for Computing a Replacement Housing Payment

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB Approval No. 2506-0016
(exp.04/30/2018)

1. Agency	2. Project	3. Household	4. Select One <input type="checkbox"/> Owner <input type="checkbox"/> Tenant	5. Case Number
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Public reporting burden for this collection of information is estimated to average 1.0 hour. This includes the time for collecting, reviewing, and reporting the data. The information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and implementing regulations at 49 CFR Part 24 and will be used for determining the most comparable and available replacement housing and its cost to be used by Agencies in computing a replacement housing payment for displaced persons. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Privacy Act Notice: This information is needed to determine whether you are eligible to receive a payment to help you rent or buy a new home. You are not required by law to furnish this information, but if you do not provide it, you may not receive any payment for these expenses or it may take longer to pay you. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. The information may be made available to a Federal agency for review.

Factors (see back of page)	Displacement Dwelling	Comparable No.1	Comparable No.2	Comparable No.3
Address				
Type of Unit				
Stories / Style				
Lot Size				
Type of Construction				
Age (in years)				
Condition				
Area of Living Space (sq. ft.)				
No. Rooms/Bedrooms /Baths	/ /	/ /	/ /	/ /
Basement				
Parking/No. of Cars				
Type of Heating /Fuel	/	/	/	/
Type of Air Conditioning				
Neighborhood				
Transportation (distance)				
Current Work (distance)				
High School/Grade School (distance)	/	/	/	/
Neighborhood Shopping (distance)				
Religious Facility (distance)				
Sale Price or Rent/Utility Costs	\$	\$	\$	\$
Other				
Date of Inspection				
Date Available				
Most Representative Comparable Replacement Dwelling (Check "Comparable no.1, 2, or 3" and complete Comments)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: Include appropriate analysis and correlation of data. If Agency makes adjustment to the asking price for a comparable replacement dwelling to reflect the anticipated sale price, indicate the basis for the adjustment. For rental units, indicate utilities included in rent and provide estimates for other utility costs. Indicate availability of any housing subsidy. If condominium or cooperative, indicate required fees. (Continue on back of page)

Comments continued on back of page ☐ Yes ☐ No

Prepared By	Date (mm/dd/yyyy)	Approved by	Date (mm/dd/yyyy)
-------------	-------------------	-------------	-------------------

Previous editions are obsolete.

Page 1 of 2

form HUD-40061 (4/2005)

[continue next page]

Comments Continued:

Comments continued on a separate page ☐ Yes ☐ No

Factors	Examples
Type of Unit	Detached, Row, End Row, Townhouse, Highrise Apartment, Mobile Home (Indicate whether this is subsidized housing)
Stories	1, 1 1/2, 2, 2 1/2, Split Level, Split Foyer
Style	Colonial, Cape, Ranch, Contemporary, Tudor, Mediterranean
Type of Construction	Frame, Masonry, Pre-Fab, Stone, Concrete Block, Concrete, Veneer (wood, brick, or aluminum siding)
Condition	Poor, Fair, Good, Very Good, Excellent
Basement	Full, Partial (1/2), None; Finished or Unfinished
Parking	Attached, Built-In, Detached, Carport Paved Open Area, Unpaved Open Area, None
Type of Heating	Forced Air, Hot Water, Electric, Heat Pump, Steam, Space Heater, Solar, None
Type of Fuel	Natural Gas, Propane Gas, Oil, Electric, Coal, Solar
Type of Air Conditioning	Central, Wall, Window, None
Neighborhood	Poor, Fair, Good, Very Good, Excellent. (Based on characteristics such as vacancy levels, quality and maintenance of dwellings, landscaping, Street Maintenance, Trash Pickup, and Nonconforming land uses)
Other	Swimming Pool, Fireplace, Patio, Porch, Greenhouse

Previous editions are obsolete.

Page 2 of 2

form HUD-40061 (4/2005)

12.16 Housing Quality Standards – Inspection Checklist

Inspection Checklist

Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(Exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average 0.50 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the Section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Name of Family		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Neighborhood/Census Tract	Date of Inspection (mm/dd/yyyy)
Type of Inspection Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection <input type="checkbox"/>		Date of Last Inspection (mm/dd/yyyy)	PHA
A. General Information			
Inspected Unit		Year Constructed (yyyy)	Housing Type (check as appropriate)
Full Address (Including Street, City, County, State, Zip)		<input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family <input type="checkbox"/> Row House or Town House <input type="checkbox"/> Low Rise: 3, 4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise: 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other	
Number of Children in Family Under 6			
Owner			
Name of Owner or Agent Authorized to Lease Unit Inspected		Phone Number	
Address of Owner or Agent			
B. Summary Decision On Unit (To be completed after form has been filled out)			
<input type="checkbox"/> Pass	Number of Bedrooms for Purposes of the FMR or Payment Standard	Number of Sleeping Rooms	
<input type="checkbox"/> Fail			
<input type="checkbox"/> Inconclusive			

Inspection Checklist				Yes	No	In-	Comment	Final Approval Date (mm/dd/yyyy)
Item No.	1. Living Room	Pass	Fail	Conc.				
1.1	Living Room Present							
1.2	Electricity							
1.3	Electrical Hazards							
1.4	Security							
1.5	Window Condition							
1.6	Ceiling Condition							
1.7	Wall Condition							
1.8	Floor Condition							

* Room Codes: 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room); 2 = Dining Room or Dining Area;
3 = Second Living Room, Family Room, Den, Playroom, TV Room; 4 = Entrance Halls, Corridors, Halls, Staircases; 5 = Additional Bathroom; 6 = Other

Item No.	1. Living Room (Continued)	Yes Pas	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
1.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	2. Kitchen					
2.1	Kitchen Area Present	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.2	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.10	Stove or Range with Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11	Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12	Sink	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13	Space for Storage, Preparation, and Serving of Food	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	3. Bathroom					
3.1	Bathroom Present	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.2	Electricity	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.10	Flush Toilet in Enclosed Room in Unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11	Fixed Wash Basin or Lavatory in Unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12	Tub or Shower in Unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13	Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In- Conc.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear <input type="checkbox"/> Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear <input type="checkbox"/> Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.1	Room Code* and Room Location <input type="checkbox"/>	(Circle One) Right/Center/Left			(Circle One) Front/Center/Rear <input type="checkbox"/> Floor Level	
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
	Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Item No.	4. Other Rooms Used For Living and Halls	Yes Pass	No Fail	In-Cons.	Comment	Final Approval Date (mm/dd/yyyy)
4.1	Room Code * <input type="text"/> and Room Location <input type="text"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	<input type="text"/> Floor Level		
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.1	Room Code* and Room Location <input type="text"/>	(Circle One) Right/Center/Left	(Circle One) Front/Center/Rear	<input type="text"/> Floor Level		
4.2	Electricity/Illumination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.5	Window Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6	Ceiling Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.7	Wall Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.8	Floor Condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.9	Lead-Based Paint				Not Applicable	
	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	If not, do deteriorated surfaces exceed two square feet per room and/or is more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.10	Smoke Detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	5. All Secondary Rooms (Rooms not used for living)					
5.1	None Go to Part 6	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.2	Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.3	Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features in these Rooms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Item No.	6. Building Exterior	Yes Pass	No Fail	In - Conc.	Comment	Final Approval Date (mm/dd/yyyy)
6.1	Condition of Foundation					
6.2	Condition of Stairs, Rails, and Porches					
6.3	Condition of Roof/Gutters					
6.4	Condition of Exterior Surfaces					
6.5	Condition of Chimney					
6.6	Lead Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If not, do deteriorated surfaces exceed 20 square feet of total exterior surface area?				Not Applicable	
6.7	Manufactured Home: Tie Downs					
7. Heating and Plumbing						
7.1	Adequacy of Heating Equipment					
7.2	Safety of Heating Equipment					
7.3	Ventilation/Cooling					
7.4	Water Heater					
7.5	Approvable Water Supply					
7.6	Plumbing					
7.7	Sewer Connection					
8. General Health and Safety						
8.1	Access to Unit					
8.2	Fire Exits					
8.3	Evidence of Infestation					
8.4	Garbage and Debris					
8.5	Refuse Disposal					
8.6	Interior Stairs and Common Halls					
8.7	Other Interior Hazards					
8.8	Elevators					
8.9	Interior Air Quality					
8.10	Site and Neighborhood Conditions					
8.11	Lead-Based Paint: Owner's Certification				Not Applicable	

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

C. Special Amenities (Optional)

This Section is for optional use of the HA. It is designed to collect additional information about other positive features of the unit that may be present. Although the features listed below are not included in the Housing Quality Standards, the tenant and HA may wish to take them into consideration in decisions about renting the unit and the reasonableness of the rent. Check/list any positive features found in relation to the unit.

D. Questions to ask the Tenant (Optional)

1. Living Room

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

2. Kitchen

- ☐ Dishwasher
- ☐ Separate freezer
- ☐ Garbage disposal
- ☐ Eating counter/breakfast nook
- ☐ Pantry or abundant shelving or cabinets
- ☐ Double oven/self cleaning oven, microwave
- ☐ Double sink
- ☐ High quality cabinets
- ☐ Abundant counter-top space
- ☐ Modern appliance(s)
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

3. Other Rooms Used for Living

- ☐ High quality floors or wall coverings
- ☐ Working fireplace or stove Balcony, patio, deck, porch Special windows or doors
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

4. Bath

- ☐ Special feature shower head
- ☐ Built-in heat lamp
- ☐ Large mirrors
- ☐ Glass door on shower/tub
- ☐ Separate dressing room
- ☐ Double sink or special lavatory
- ☐ Exceptional size relative to needs of family
- ☐ Other: (Specify)

5. Overall Characteristics

- ☐ Storm windows and doors
- ☐ Other forms of weatherization (e.g., insulation, weather stripping) Screen doors or windows
- ☐ Good upkeep of grounds (i.e., site cleanliness, landscaping, condition of lawn)
- ☐ Garage or parking facilities
- ☐ Driveway
- ☐ Large yard
- ☐ Good maintenance of building exterior
- ☐ Other: (Specify)

6. Disabled Accessibility

Unit is accessible to a particular disability. ☐ Yes ☐ No
Disability

1. Does the owner make repairs when asked? Yes ☐ No ☐
2. How many people live there?
3. How much money do you pay to the owner/agent for rent? \$
4. Do you pay for anything else? (specify)
5. Who owns the range and refrigerator? (insert O = Owner or T = Tenant) Range Refrigerator Microwave
6. Is there anything else you want to tell us? (specify) Yes ☐ No ☐